Agenda
Finance and Administration Committee
West Olive Administration Building – Board Room and YouTube
12220 Fillmore, West Olive, MI 49460
Tuesday, February 11, 2025
10:30 AM

Communication: Good Samaritan, Brian DeVos

Public Comment

Approval of Agenda

Consent Resolutions:

1. Approval of Minutes from the January 14, 2025, Finance and Administration Committee Meeting.

Agenda and Action Requests:

1. Statement of Review
   Suggested Motion:
   To approve the Statement of Review.

2. Accounts Payable for December 23, 2024 through January 31, 2025
   Suggested Motion:
   To approve the general claims in the amount of $24,624,710.45 as presented by the summary report for December 23, 2024 - January 31, 2025.

3. 2026 Budget Calendar
   Suggested Motion:
   To approve and forward to the Board of Commissioners the 2026 Budget Calendar.

4. Quarterly Financial Status Report
   Suggested Motion:
   To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher-level summary for the Special Revenue Funds, through the end of the 1st quarter of Fiscal Year 2025.

5. Laredo Remote Access New Fee Structure
   Suggested Motion:
   To approve and forward to the Board of Commissioners the new fee structure for Laredo Remote Access, which is the online subscription searching system for the Register of Deeds office.

6. Prosecutor's Office Case Management System Replacement
   Suggested Motion:
   To approve and forward to the Board of Commissioners an agreement with Karpel Solutions and the Prosecuting Attorneys Association of Michigan for the Prosecutor's Office to implement a new case management system, Prosecutor by Karpel, to replace the current systems of Adult Case Tracking (ACT), Juvenile Case Tracking (JCT), AS400 and some functions in OnBase.

7. Wage Study Contract with Baker Tilly
   Suggested Motion:
   To approve and forward to the Board of Commissioners the contract with Baker Tilly Advisory Group for wage and compensation services for a total of $107,400.

8. 2024 Water System Improvement Bond Issue
   Suggested Motion:
   To approve and forward to the Board of Commissioners the resolution to authorize the issuance of not to exceed $37,600,000 principal amount of Ottawa County Water Supply System Bonds, Series 2025 (Wyoming System).

9. MERS Defined Contribution Plan Adoption Agreement
   Suggested Motion:
   To approve and forward to the Board of Commissioners the request to sign the MERS Defined Contribution Plan Adoption Agreement for the judge's division.

10. Increase FTE of Corporate Counsel Administrative Assistant Position
    Suggested Motion:
    To approve and forward to the Board of Commissioners the request from Administration to increase the Corporate Counsel Administrative Assistant position to 1.0 FTE at a cost of $1,996.

11. FY2025 Budget Adjustments
    Suggested Motion:
    To approve and forward to the Board of Commissioners the FY2025 budget adjustments per the attached schedule.

Discussion Items: None

Committee Reports:

1. Treasurer's Financial Month End Update; Cheryl Clark

Public Comment

Adjournment at Call of the Chairperson

Note: Public Comments on the day's business are to be limited to three (3) minutes.

FINANCE AND ADMINISTRATION COMMITTEE

Proposed Minutes

DATE: January 14, 2025

TIME: 11:33 a.m.

PLACE: Fillmore Street Complex

PRESENT: Jim Barry, Jordan Jorritsma, Douglas Zylstra, Jacob Bonnema, Joe Moss, Kendra Wenzel, John Teeples, Sylvia Rhodea, Philip Kuyers, Josh Brugger, Allison Miedema. (11)

SUBJECT: PUBLIC COMMENT

1. Bruce Greenlee-Park Township
2. Laurie Burks-Georgetown Township
3. Sara Westhuis-Georgetown Township
4. Sheila Dettloff-Holland Township
5. Virginia Greenlee-Park Township

SUBJECT: APPROVAL OF AGENDA

FC 25-001 Motion: To remove item #5 from the agenda.
Moved by: Moss UNANIMOUS

FC 25-002 Motion: To amend the agenda to add the request from Public Health for 4 positions. They will be Action Items 7, 8, 9, 10.
Moved by: Moss UNANIMOUS

FC 25-003 Motion: To approve the agenda of today as amended.
Moved by: Moss UNANIMOUS

SUBJECT: CONSENT RESOLUTIONS

FC 25-004 Motion: To approve the minutes from the December 3, 2024, Finance and Administration Committee Meeting.
Moved by: Moss UNANIMOUS

SUBJECT: ELECTION OF COMMITTEE VICE CHAIR

FC 25-005 Motion: To elect Doug Zylstra as Vice Chairperson of the Finance and Administration Committee for 2025.
Moved by: Brugger

FC 25-006 Motion: To elect Joe Moss as Vice Chairperson of the Finance and Administration Committee for 2025.
Moved by: Rhodea

Roll Call Vote:

Kuyers-Zylstra	Moss-Moss
Barry-Zylstra	Teeples-Zylstra
Rhodea-Moss	Zylstra-Zylstra
Wenzel-Moss	Miedema-Moss
Jorritsma-Zylstra	Brugger-Zylstra
Bonnema-Zylstra	

With 7 votes, Doug Zylstra is the Vice Chairperson of the Finance and Administration Committee for 2025

SUBJECT: STATEMENT OF REVIEW

FC 25-007 Motion: To approve the Statement of Review.
Moved by: Moss

The motion passed by the following votes: Yeas: Jim Barry, Josh Brugger, Doug Zylstra, John Teeples, Kendra Wenzel, Allison Miedema, Joe Moss, Jordan Jorritsma, Phil Kuyers, Sylvia Rhodea, Jacob Bonnema. (11)

SUBJECT: ACCOUNTS PAYABLE FOR NOVEMBER 18, 2024 THROUGH DECEMBER 20, 2024

FC 25-008 Motion: To approve the general claims in the amount of $20,259,740.82 as presented by the summary report for November 18, 2024 through December 20, 2024.
Moved by: Miedema

The motion passed by the following votes: Yeas: John Teeples, Jordan Jorritsma, Josh Brugger, Allison Miedema, Kendra Wenzel, Jim Barry, Sylvia Rhodea, Joe Moss, Doug Zylstra, Phil Kuyers, Jacob Bonnema. (11)

SUBJECT: INTERLOCAL PROSECUTION AGREEMENT

FC 25-009 Motion: To approve and forward to the Board of Commissioners the Interlocal Prosecution Agreement between Ottawa County and Allegan County.
Moved by: Moss

The motion passed by the following votes: Yeas: Phil Kuyers, Joe Moss, Allison Miedema, Kendra Wenzel, Jim Barry, Doug Zylstra, Josh Brugger, John Teeples, Sylvia Rhodea, Jordan Jorritsma, Jacob Bonnema. (11)

SUBJECT: FY2025 BUDGET ADJUSTMENTS

FC 25-010 Motion: To approve and forward to the Board of Commissioners the FY2025 budget adjustments per the attached schedule.
Moved by: Moss

The motion passed by the following votes: Yeas: Josh Brugger, Doug Zylstra, Phil Kuyers, Jim Barry, Joe Moss, Jordan Jorritsma, Sylvia Rhodea, Allison Miedema, John Teeples, Kendra Wenzel, Jacob Bonnema. (11)

SUBJECT: DENTAL ASSISTANT INCREASE FTE FROM 0.8 FTE TO 1.0 FTE

FC 25-011 Motion: To approve the request from the OCDPH to increase the hours of the Dental Assistant position from 0.8 FTE to 1.0 FTE at a cost of $20,419, funded by the KOHA funding from the State of Michigan.
Moved by: Moss

The motion passed by the following votes: Yeas: Doug Zylstra, Josh Brugger, Jordan Jorritsma, Phil Kuyers, Jim Barry, Allison Miedema, John Teeples, Sylvia Rhodea, Joe Moss, Kendra Wenzel, Jacob Bonnema. (11)

SUBJECT: HEARING & VISION TECHNICIAN NEW 1.0 FTE

FC 25-012 Motion: To approve the request from the OCDPH to create a 1.0 FTE Hearing & Vision Technician position at a cost of $83,244, funded by the ELPHS funding from the State of Michigan.
Moved by: Jorritsma

The motion passed by the following votes: Yeas: Jordan Jorritsma, Jim Barry, Allison Miedema, Joe Moss, Sylvia Rhodea, Doug Zylstra, Kendra Wenzel, Phil Kuyers, John Teeples, Josh Brugger, Jacob Bonnema. (11)

SUBJECT: HEARING & VISION CLERK INCREASE FTE FROM 0.5 FTE TO 0.8 FTE

FC 25-013 Motion: To approve the request from the OCDPH to increase the hours of the Hearing & Vision Clerk position from 0.5 FTE to 0.8 FTE at a cost of $24,568, funded by the ELPHS funding from the State of Michigan.
Moved by: Kuyers

The motion passed by the following votes: Yeas: Kendra Wenzel, Joe Moss, Doug Zylstra, Phil Kuyers, Sylvia Rhodea, Allison Miedema, Jordan Jorritsma, Josh Brugger, John Teeples, Jim Barry, Jacob Bonnema. (11)

SUBJECT: SUBSTANCE USE DISORDER EDUCATOR REINSTATE 0.6 FTE

FC 25-014 Motion: To approve the request from the OCDPH to create a 0.6 FTE SUD Educator position at a cost of $62,607, funded by the LRE Substance Use Disorder Block Grant.
Moved by: Moss

The motion passed by the following votes: Yeas: Phil Kuyers, Joe Moss, Jim Barry, John Teeples, Sylvia Rhodea, Doug Zylstra, Kendra Wenzel, Allison Miedema, Jordan Jorritsma, Josh Brugger, Jacob Bonnema. (11)

SUBJECT: COMMITTEE REPORTS

1. Treasurer's Report – Cheryl Clark, Ottawa County Treasurer, gave the monthly update.

SUBJECT: PUBLIC COMMENT

None.

SUBJECT: ADJOURNMENT

The chairperson called for adjournment at 12:39 p.m.

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	02/11/2025
Requesting Department:	Administration
Submitted By:	Stephanie Roelofs
Agenda Item:	Statement of Review

Suggested Motion:

To approve the Statement of Review.

Summary of Request:

Mileage payments to Commissioners per the Commissioners' Mileage Policy.

Financial Information:

Total Cost:	$1,403.45	General Fund Cost:	$1,403.45	Included in Budget:	☑ Yes	☐ No	☐ N/A

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:

Commissioner Mileage Voucher

To: Jim Barry **Date:** January 31 2025

Address: **Dept:** 10111501 860000

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
January 2 2025	Board of Commissioners Meeting	28.00	$0.700	$19.60
January 7 2025	Board of Commissioners Meeting	28.00	$0.700	$19.60
January 9 2025	Commissioner Roger Bergman's Retirement Reception, Grand Haven American Legion Post	44.46	$0.700	$31.12
January 14 2025	Board of Commissioners Meeting followed by Standing Committee Meetings	28.00	$0.700	$19.60
January 23 2025	Guest on WHTC's Talk of the Town program, 87 Central Ave Holland	6.20	$0.700	$4.34
January 28 2025	Board of Commissioners Meeting	28.00	$0.700	$19.60
January 30 2025	Meeting w/ Mike Sabatino Port Sheldon Twp, Supervisor Twp Office	16.00	$0.700	$11.20
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Total Mileage:	178.66	$0.700	$125.06

Commissioner Mileage Voucher

To: Jacob Bonnema **Date:** December 2023 - December 2024

Address: **Dept:** 10111501 860000

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
	Board of Commissioners Meetings Dec 2023	52.00	$0.670	$34.84
	Board of Commissioners Meetings Jan 2024	52.00	$0.670	$34.84
	Board of Commissioners Meetings Feb	52.00	$0.670	$34.84
	Board of Commissioners Meetings March	52.00	$0.670	$34.84
	Board of Commissioners Meetings April	52.00	$0.670	$34.84
	Board of Commissioners Meetings May	52.00	$0.670	$34.84
	Board of Commissioners Meetings June	52.00	$0.670	$34.84
	Board of Commissioners Meetings July	52.00	$0.670	$34.84
	Board of Commissioners Meetings August	52.00	$0.670	$34.84
	Board of Commissioners Meetings Sept	52.00	$0.670	$34.84
	Board of Commissioners Meetings October	52.00	$0.670	$34.84
	Board of Commissioners Meetings November	52.00	$0.670	$34.84
	Board of Commissioners Meetings December 2024	52.00	$0.670	$34.84
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Total Mileage:	676.00	$0.670	$452.92

Commissioner Mileage Voucher

To: Jordan Jorritsma **Date:** February 3 2025

Address:
City:
State:
Zip:

Dept: 10111501 860000

Date	Description	Miles	Current Rate	Amount
January 2 2025	Board of Commissioners Meeting	24.00	$0.700	$16.80
January 7 2025	Board of Commissioners Meeting	24.00	$0.700	$16.80
January 9 2025	Retirement Party	38.00	$0.700	$26.60
January 14 2025	Planning and Policy Committee Meeting	24.00	$0.700	$16.80
January 24 2025	Meet w/ Administrator	24.00	$0.700	$16.80
January 28 2025	Board of Commissioners Meeting	24.00	$0.700	$16.80
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Total Mileage:	158.00	$0.700	$110.60

Commissioner Mileage Voucher

To: Sylvia Rhodea **Date:** September to December, 2024

Address: **Dept:** 10111501 860000

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
September 9 2024	Allendale Twp Meeting	5.00	$0.670	$3.35
September 10 2024	Board of Commissioners Meeting	23.50	$0.670	$15.75
September 16 2024	Grand Ravines Park Meeting	5.00	$0.670	$3.35
September 17 2024	Health and Human Services Committee Meeting	23.50	$0.670	$15.75
September 19 2024	CMH Board 50%-64955020 860000 - 50%-64955029 860000	23.50	$0.670	$15.75
September 24 2024	Board of Commissioners Meeting	23.50	$0.670	$15.75
September 27 2024	Fillmore Complex Meeting	23.50	$0.670	$15.75
September 30 2024	CMH Board 50%-64955020 860000 - 50%-64955029 860000	23.50	$0.670	$15.75
September 30 2024	Executive Transition Committee	23.50	$0.670	$15.75
October 1 2024	Executive Transition Committee	23.50	$0.670	$15.75
October 2 2024	Executive Transition Committee	23.50	$0.670	$15.75
October 8 2024	Board of Commissioners Meeting	23.50	$0.670	$15.75
October 17 2024	Groundwater Meeting	23.50	$0.670	$15.75
December 20 2024	CMH Board 50%-64955020 860000 - 50%-64955029 860000	23.50	$0.670	$15.75
October 25 2024	CMH Board 50%-64955020 860000 - 50%-64955029 860000	23.50	$0.670	$15.75
November 6 2024	Fillmore Complex Meeting	23.50	$0.670	$15.75
November 8 2024	Legislative Meeting	23.50	$0.670	$15.75
November 11 2024	Allendale Twp Mtg	5.00	$0.670	$3.35
November 12 2024	Board of Commissioners Meeting	23.50	$0.670	$15.75
November 15 2024	Executive Transition Committee	23.50	$0.670	$15.75
November 19 2024	Health and Human Services Committee Meeting	23.50	$0.670	$15.75
November 25 2024	Executive Transition Committee	23.50	$0.670	$15.75

Commissioner Mileage Voucher

November 26 2024	Grand Haven Court House - Adoption Day	42.00	$0.670	$28.14
November 26 2024	Board of Commissioners Meeting	23.50	$0.670	$15.75
December 10 2024	Board of Commissioners Meeting	23.50	$0.670	$15.75
December 16 2024	Ottawa County Insurance Authority	23.50	$0.670	$15.75
December 17 2024	Health and Human Services Committee Meeting	23.50	$0.670	$15.75
December 19 2024	Board of Commissioners Meeting	23.50	$0.670	$15.75
	Total Mileage:	621.00	$0.670	$416.07

Commissioner Mileage Voucher

To: Kendra Wenzel **Date:** February 5 2025

Address: **Dept:** 10111501 860000

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
January 2 2025	Board of Commissioners Meeting: Installation of Officers	32.00	$0.700	$22.40
January 7 2025	Board of Commissioners Meeting	32.00	$0.700	$22.40
January 9 2025	Veteran's Affairs Committee	32.00	$0.700	$22.40
January 14 2025	Planning and Policy Committee Meeting	32.00	$0.700	$22.40
January 24 2025	Community Mental Health	32.00	$0.700	$22.40
January 28 2025	Board of Commissioners Meeting	32.00	$0.700	$22.40
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Pick From List		$0.700	$0.00
	Total Mileage:	192.00	$0.700	$134.40

Commissioner Mileage Voucher

To: Douglas R. Zylstra **Date:** December 31 2024

Address: **Dept:** 10111501 860000

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
December 10 2024	Board of Commissioners Meeting	30.00	$0.670	$20.10
December 17 2024	Health and Human Services Committee Meeting	30.00	$0.670	$20.10
December 19 2024	Board of Commissioners Meeting	30.00	$0.670	$20.10
December 31 2024	Board of Commissioners Meeting	30.00	$0.670	$20.10
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Pick From List		$0.670	$0.00
	Total Mileage:	120.00	$0.670	$80.40

Commissioner Mileage Voucher

To: Douglas R. Zylstra **Date:** January 2025

Address: **Dept:** 10111501 860000

City:

State:

Zip:

Date	Description	Miles	Current Rate	Amount
January 2 2025	BOC Meeting	30.00	$0.700	$21.00
January 14 2025	Finance Committee Meeting	30.00	$0.700	$21.00
January 7 2025	BOC Meeting	30.00	$0.700	$21.00
January 28 2025	BOC Meeting	30.00	$0.700	$21.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
			$0.700	$0.00
	Total Mileage:	120.00	$0.700	$84.00

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	02/11/2025
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Accounts Payable for December 23, 2024 through January 31, 2025.

Suggested Motion:

To approve the general claims in the amount of $24,624,710.45 as presented by the summary report for December 23, 2024 - January 31, 2025.

Summary of Request:

Approve vendor payments in accordance with the Authorization of Funds and Timing of Disbursement Policy. See attached list of vendors paid.

Financial Information:

Total Cost: $24,624,710.45	General Fund Cost: $0.00	Included in Budget:	☐ Yes	☐ No	☐ N/A

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: Board of Commissioners

Total CHECKS | EFTs | WIRES		
Ottawa County Where Freedom Rings	Dates:	December 23, 2024
	to	January 31, 2025
	Total of all funds:	$24,624,710.45

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:

$24,624,710.45

Karen Karasinski

Fiscal Services Director

1/31/25

Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, February 11, 2025

John Teeples, Chairperson

Board of Commissioners

Justin Roebuck

Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: December 23, 2024

to January 31, 2025

Total of all funds: $24,624,710.45

222	MENTAL HEALTH FUND	$5,791,496.81
101	GENERAL FUND	$5,551,374.32
675	EMPLOYEE BENEFITS FUND	$2,251,147.96
703	TAX COLLECTION CUSTODIAL FUND	$2,063,988.36
681	RETIREMENT BENEFITS FUND	$2,048,265.78
106	BOARD INITIATIVES FUND	$1,677,270.00
223	MENTAL HEALTH MILLAGE FUND	$802,319.43
636	INNOVATION AND TECHNOLOGY FUND	$779,881.30
408	PARKS CAPITAL PROJECTS FUND	$726,865.91
469	BLDG AUTHORITY CONST PROJ FUND	$516,708.90
801	DRAINS SPECIAL REV FUND	$328,852.10
100	GF IMPREST PAYROLL FUND	$277,110.56
292	CHILD CARE FUND	$220,557.79
218	OTHER GOVERNMENTAL GRANTS FUND	$214,554.35
701	GEN CUSTODIAL FUND	$150,439.87
664	EQUIPMENT POOL FUND	$149,402.00
228	LANDFILL TIPPING FEES FUND	$148,698.83
710	DISTRICT COURT CUSTODIAL FUND	$128,253.81
736	OPEB TRUST FUND	$123,225.76
221	HEALTH FUND	$117,792.93
208	PARKS AND RECREATION FUND	$114,389.74
401	CAPITAL PROJECTS FUND	$89,279.18
260	PUBLIC DEFENDERS OFFICE FUND	$58,109.41
655	TELECOMMUNICATIONS FUND	$54,626.16
266	SHERIFF CONTRACTS FUND	$38,728.88

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: December 23, 2024

to January 31, 2025

Total of all funds: $24,624,710.45

215	FRIEND OF THE COURT FUND	$26,976.62
256	REG OF DEEDS AUTOMATION FUND	$24,680.00
712	CIRCUIT COURT CUSTODIAL FUND	$23,547.93
516	DELINQUENT TAXES FUND	$23,370.76
679	LONGTERM DISABILITY FUND	$21,260.33
000	POOLED CASH FUND	$19,687.88
872	INLAND LAKE IMPROVEMENT FUND	$17,408.78
711	PROBATE COURT CUSTODIAL FUND	$12,118.26
290	DEPT HLTH HUMAN SERVICES FUND	$10,679.63
676	UNEMPLOYMENT FUND	$10,283.69
284	OPIOID SETTLEMENT FUND	$4,842.08
677	GENERAL LIABILITY & WC FUND	$2,552.31
243	BROWNFIELD REDVLPMNT AUTH FUND	$1,599.75
263	CONCEALED PISTOL LICENSE FUND	$927.29
301	DEBT SERVICE FUND	$750.00
257	EARLY VOTING FUND	$430.00
709	JUV CRT CUSTODIAL FUND	$180.00
234	FARMLAND PRESERVATION FUND	$75.00
286	AMERICAN RESCUE PLAN ACT FUND	$0.00
536	LAND BANK AUTHORITY FUND	$0.00
103	CELL TOWERS FUND	$0.00
369	OC BUILDING AUTH DEBT FUND	$0.00
108	CRIME VICTIM ASSISTANCE FUND	$0.00
721	LIBRARY PENAL FINE FUND	$0.00
645	COPIER RPLCMNT FUND	$0.00

Total CHECKS | EFTs | WIRES

Ottawa County
Where Freedom Rings

Dates: December 23, 2024

to January 31, 2025

Total of all funds: $24,624,710.45

518	DELINQUENT TAX #2 FUND	$0.00
714	INMATE CUSTODIAL FUND	$0.00
265	WEMET (SEPARATE COMPONENT)	$0.00
255	HOMESTEAD PROPERTY TAX FUND	$0.00
262	FEDERAL FORFEITURE FUND	$0.00
104	SOLID WASTE CLEAN UP FUND	$0.00
105	DB/DC CONVERSION	$0.00
107	INFRASTRUCTURE FUND	$0.00
151	CEMETERY TRUST FUND	$0.00
201	ROAD COMMISSION FUND	$0.00
244	ECONOMIC DEVELOPMENT CORP FUND	$0.00
365	PUBLIC UTILITY BOND & INT FUND	$0.00
465	PUBLIC UTILITY CONSTRUCT FUND	$0.00
680	COMPENSATED ABSENCES FUND	$0.00
802	DRAIN REVOLVING FUND	$0.00
804	DRAIN REVOLVING MAINT FUND	$0.00
805	DRAINS CAPITAL PRJT FUND	$0.00
851	DRAINS DEBT SERVICE FUND	$0.00
871	PUBLIC UTLTY MNTCE & OPER FUND	$0.00
102	STABILIZATION FUND	$0.00

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

Vendor	Total Amount	
AMAZON MKTPLACE PMTS	$	18,036.35
MICHIGAN ASSOCIATION	$	4,567.45
SP * UBIQUITI INC.	$	2,929.00
AMAZON.COM	$	2,902.95
ECORNELL	$	2,730.00
ACCESSFORALLCONFEREN	$	2,459.16
SQ	$	1,979.80
THE WEBSTAURANT STOR	$	1,718.21
AMERICAN AIRLINES	$	1,496.98
TOMMY'S EXPRESS LLC	$	1,439.99
GRAPHIX SIGNS & EMBR	$	1,392.93
WAYFAIR*WAYFAIR	$	1,331.00
IPRINT TECHNOLOGIES	$	1,256.00
LOWE'S HOME CENTERS	$	1,244.00
NATIONAL ASSOCIATION	$	1,200.00
ODP BUSINESS SOLUTIO	$	1,185.17
MICROSOFT CORP	$	1,150.80
INTUIT INC	$	1,119.22
PAYPAL	$	1,080.00
AMERICAN ARTISTS PRO	$	1,030.00
WOODLAND COMMERCIAL	$	1,028.88
WALMART STORES INC	$	1,020.61
INTERNATIONAL PUBLIC	$	925.00
MPC INVESTMENT LLC	$	920.46
UNIVERSITY OF NORTH	$	895.00
BEST WESTERN HOTELS	$	876.74
THE HOME DEPOT	$	860.80
GRAINGER INC	$	859.67
READY RIDE TRANSPORT	$	790.00
MICHIGAN STATE	$	750.00
GFS MKTPLC	$	684.47
SP MIDWEST SUPPLY	$	684.12
4IMPRINT INC	$	667.43
EQUIPARTS CORPORATIO	$	666.86
MEIJER INC	$	648.13
MICHIGAN, STATE OF	$	645.00
HOBBY LOBBY STORES I	$	627.59
SNAPFISH US	$	606.00
INTERNATIONAL LAW EN	$	585.00
ACADEMIC CHURCH &	$	547.76
TRIGO BREAD COMPANY	$	545.31

Vendor	Total Amount
VITALITY MEDICAL INC	$ 539.55
GOTPRINT.COM	$ 534.40
ARTUROS TACOS LLC	$ 529.74
JJ OF GR INC	$ 520.98
GEMMENS INC	$ 520.93
COURTYARD BY MARRIOT	$ 508.08
MICHIGAN RECREATION	$ 495.00
MICHIGAN WATER ENVIR	$ 490.00
UBER TECHNOLOGIES IN	$ 474.76
ZOOM VIDEO COMMUNICA	$ 449.37
MEIJER # 217	$ 441.19
THRYV	$ 435.40
STATE FARM INSURANC	$ 435.08
HERTZ	$ 430.51
STATE BAR OF MICHIGA	$ 425.38
STAPLES INC	$ 416.77
ETSY.COM - FOXIBELLE	$ 411.67
LIFELINE TRAINING	$ 409.94
DNH*GODADDY#31788902	$ 399.49
LAKE MICHIGAN ANIMAL	$ 398.30
MONOPRICE INC	$ 379.17
2W USA INC	$ 359.98
ADVANCE STORES COMPA	$ 339.35
MUSKEGON WELDING SUP	$ 336.00
LAKESHORE HUMAN RESO	$ 325.00
FERRYSBURG CITY OF	$ 323.92
MANCINO'S OF GRAND H	$ 323.76
DOMINO'S 1253	$ 322.27
DELTA	$ 315.95
HYATT HOTELS	$ 314.64
MENARD INC	$ 311.22
GEORGETOWN ANIMAL HO	$ 310.19
TRACTOR SUPPLY	$ 298.96
VISTAPR*VISTAPRINT.C	$ 292.95
ALLENDALE AREA CHAMB	$ 290.00
SP CALM-STRIPS	$ 289.20
FTP TODAY	$ 275.00
SIGNUPGENIUS.COM	$ 269.89
58TH DISTRICT COURT	$ 255.50
GREATLAND.COM	$ 253.36
O'REILLY AUTO PARTS	$ 245.45
CANVA* 02514-0542599	$ 245.40
GENOA HEALTHCARE LLC	$ 239.86
CHOW HOUND #9	$ 234.17
DELL COMPUTER CORP	$ 229.99

Vendor	Total Amount	
WEST MICHIGAN UNIFOR	$	227.05
MICHIGAN CERTIFICATI	$	225.00
GRAND RAPIDS CITY OF	$	225.00
KEURIG GREEN MOUNTAI	$	224.97
THOMAS SCIENTIFIC	$	220.84
SUBWAY 17937	$	207.96
COMFORT INNS	$	203.30
TST* UP LEAF CAFE LL	$	200.00
AMERICAN BOARD OF FA	$	200.00
GR GRIFFINS HOCKEY	$	200.00
ASSOCIATION OF PUBLI	$	199.00
AMERICAN NATIONAL RE	$	190.00
FARMERS CO-OP ELEVAT	$	186.88
CIHAK CHARLES J	$	185.25
DE BRUYN SEED CO INC	$	176.88
PROJECT MANAGEMENT I	$	174.00
MOBILEX USA	$	170.00
ALLENDALE TRUE VALU	$	165.24
INTEGRITY BUSINESS	$	161.66
AMERICAN HEART SHOPC	$	160.77
NATURAL AREAS ASSOCI	$	153.47
LAW ENFORCEMENT RISK	$	150.00
GRAND VALLEY STATE	$	150.00
THINKIFIC.COM	$	149.00
BEAVER RESEARCH COMP	$	146.72
GRAND TRAVERSE RESOR	$	145.00
MICHIGAN GOVERNMENT	$	135.00
IN-SITU	$	132.00
CERTIFIED MAIL ENVEL	$	129.64
REGENTS OF THE UNIVE	$	128.50
HAR*HARVARD BUSNS RE	$	127.20
WWW.NAMEBADGE.COM	$	126.95
NORTHWEST OTTAWA REC	$	126.25
LABOR LAW COMPLIANCE	$	122.15
MCALISTER'S 105059	$	120.10
PARAGON MICRO INC	$	118.00
BEST BUY STORES LP	$	105.98
FARM & FLEET HOLLAND	$	104.98
SMARTCOMMUNICATIONS	$	103.00
EB *TEDXMACATAWA 201	$	100.00
TRINIDAD RESORT & CL	$	98.00
THE MANDT SYSTEM INC	$	96.00
LUCIDCHART.COM/CHARG	$	95.40
DOLAN CONSULTING GRO	$	95.00
TOUCH OF CLASS AUTO	$	91.75

Vendor	Total Amount	
CHICK-FIL-A #03769	$	84.23
WEST MICHIGAN POSTAL	$	82.32
WWW.DETROITHOLSTER.C	$	82.23
D BAKER & SON LUMBER	$	79.00
OTTAWA COUNTY FARMS	$	78.81
ULINE INC	$	78.76
GANNETT NEWSPRPR CN	$	76.95
OPTICS PLANET INC	$	76.29
GREAT WOLF RESORTS I	$	73.95
BUFFER PUBLISH PRO Y	$	72.00
FRANKLIN PLANNER	$	70.89
CDW GOVERNMENT INC	$	61.26
THE STABLE INN	$	60.85
PIONEER WORKS INC	$	59.95
HAIKUDECK.COM SOFTWA	$	59.88
PREFERRED AUTOMOTIVE	$	58.14
AUTOZONE	$	56.97
PREMIER BIOTECH INC	$	54.35
NATIONAL RESTAURANT	$	53.47
AMERICAN SOCIETY OF	$	50.00
GPS*MUSKEGON COUNTY	$	50.00
HOPE COLLEGE HOLLAND	$	50.00
GOOGLE *DEERFIELD	$	49.99
ADOBE SYSTEMS INC.	$	49.98
WALGREENS #3349	$	49.11
SOCIETY FOR HUMAN RE	$	49.00
UPS STORE GH	$	43.22
ACTION INDUSTRIAL SU	$	42.61
WEST MARINE PRODUCTS	$	40.61
MICHIGAN WEST COAST	$	40.00
PIZZA HUT	$	36.99
THE PROPHET CORPORAT	$	32.40
CANVAS KING	$	31.62
CHAMBER OF COMMERCE	$	30.00
REMARKABLE	$	29.00
LITTLE CAESARS 3763-	$	27.94
AGENT FEE	$	27.00
DAIRY QUEEN #11827	$	25.62
DOLRTREE	$	23.86
MAILCHIMP	$	20.00
NPDB NPDB-HIPDB.HRSA	$	20.00
COMFORT CONTROL SUPP	$	19.84
STARBUCKS STORE 2921	$	18.60
J&B FOOD MART	$	17.09
FACEBK R6PZSVJLL2	$	15.06

Vendor	Total Amount	
BARNES & NOBLE #2042	$	15.00
TOMMYS EXP CW-MI37	$	14.00
APL* IPSTACK	$	12.99
RYCENGA BUILDING	$	11.65
NATIONAL ECO RESOURC	$	11.36
ACTION CHEMICAL	$	11.30
LIBIB.COM	$	11.00
GORDON WATER SYSTEMS	$	10.79
QUALITY CAR WASH	$	10.00
UNITED PARCEL SERVIC	$	9.07
UNSUBBY CANCEL SERVI	$	7.49
ITR VALPARAISO TOLLS	$	6.30
FAMILY FARE	$	5.44
RADIATION DETECTION	$	4.67
PORT SHELDON BP	$	4.44
INTERNATIONAL TRANSA	$	3.99
SPRING LAKE ACE HARD	$	3.98
I-PASS ONLINE #7031	$	3.00
FMCSA D&A CLEARINGHO	$	1.25
AMAZON WEB SERVICES	$	1.00
HELLO FLOWERS	$	(10.13)
Grand Total	**$**	**94,043.88**

***Appendix B:Employee Reimbursement**
Approved Claims December 23, 2024 - January 31, 2025

Vendor	Total Amount	
MAGNUSON LEAH	$	2,315.70
ADLEMAN RENEE	$	1,591.39
FOLKERT REBEKAH	$	898.27
YONKERS BROOKE	$	852.87
PYLE JONATHAN	$	743.10
CHLYSTEK TYLER	$	699.88
BASTIEN AUSTIN	$	635.83
RITTER ABBY	$	624.00
FRANZBLAU DAVID	$	620.00
CUDNEY ANN	$	618.00
BORDEWYK BRADLEY	$	590.47
CARRIER NICKOLAS	$	579.42
JEFFRIES ADRINA	$	575.84
BROUWER MOLLY	$	523.81
ZAMORA ANA	$	514.56
QUIST AMIE	$	507.06
MOBLEY CURTIS	$	464.98
MCDANIEL CHRISTIAN	$	447.39
SEBESKY ALYSSA	$	432.15
VANDEN BOSCH ALAN	$	402.67
CATALINO LORI	$	390.61
SEALE RYAN	$	385.92
CRITCHLOW CURTIS	$	382.44
PETERSON LAURA	$	366.66
GURRALA JEEVAN	$	359.96
BARTHELEMY BRANDON	$	342.83
DELANO LEAH	$	337.12
SIELSKI PHILIP	$	318.59
BUSSCHER BRIAN	$	317.07
BODBYL-MAST AARON	$	316.98
ROEBUCK JUSTIN	$	314.25
MCCARTHY JOSH	$	306.00
PRIEST ANDREW	$	291.52
MIRANDA GLENDA	$	285.70
JENISON JACOB	$	273.36
DANDRON MARY	$	273.09
TOBER CHRISTINE	$	269.45
ANTAYA REBECCA	$	265.12
DOTSON DAWN	$	258.55
HILLS EMILY	$	253.26
POEL-SKOFIC NICOLE	$	247.85

Vendor	Total Amount	
REICHARDT JAMES	$	242.79
ARNOLD NICHOLAS	$	235.29
COVINGTON CASSANDRA	$	233.16
CHAMNESS TIFFANY	$	225.00
ZEEDYK PETER	$	224.25
GAMBY BRADLEY	$	214.43
GONZALES JOSHUA	$	214.40
TER HAAR CURTIS	$	213.46
BENNETT KARA	$	208.10
SCHUERCH CHRISTOPH	$	205.30
HALL MATTHEW	$	205.07
MCCARTHY RYAN	$	201.00
TRIGG SARA	$	200.00
ARMIJO-GARCIA MARIA	$	189.54
DYKHUIZEN EMILY	$	188.76
GUIKEMA-BODE SAMUEL	$	188.33
HELDER VERNON	$	183.58
MEDEMA BENJAMIN	$	180.90
LANE JANIA	$	179.36
TEACHOUT CHRISTIAN	$	178.22
NAGY CHRISTOPHER	$	172.80
MATWIEJCZYK SARAH	$	164.15
SCHANER ABIGAIL	$	163.70
PHELPS JESSICA	$	162.39
TOVEY ROBERT	$	161.62
JOHNSON JEANNA	$	160.80
CHAPA ELISSA	$	160.06
BAUM SHAWNA	$	150.80
HILL CARLA	$	146.06
BARENSE MADISON	$	145.13
VILLANUEVA ANDREW	$	140.03
NIEBOER REBECCA	$	136.68
ZELICHOWSKI ERIC	$	135.90
SPAANS KRYSTAL	$	133.50
UGANSKI LISA	$	132.66
FLES BRANDON	$	130.00
VUKUSIC BETHANY	$	129.51
WHITNEY STEWART	$	127.84
KNOLL SHAWN	$	127.37
SMITH ERIN	$	126.63
RODRIGUEZ RAQUELIN	$	126.09
MORGAN JOSHUA	$	125.96
BROWN ANDREW	$	125.96
WALTERS JONATHAN	$	124.31
GOODELL AARON	$	123.75

Vendor	Total Amount	
RAMSEY WILLIAM	$	123.28
KOOIMAN-HIRDES BRIAN	$	121.93
ALWARD ROBERT	$	120.60
DEKKINGA TIMOTHY	$	120.00
GIDDINGS ELIZABETH	$	119.93
HICKS ANDREW	$	113.04
BOTBYL CYNTHIA	$	111.74
BOERMAN JENNIFER	$	109.88
GALLIGAN CONNOR	$	104.38
BONTER MOLLIE	$	103.60
HOEKSEMA HANNAH	$	103.12
CHARTERS ERIK	$	99.16
MARTINEZ KIMBERLY	$	96.28
MERRYMAN SHERRI	$	96.15
BOYD TRISTA	$	95.74
SHEFFIELD KENDRA	$	94.47
FELGNER SHANNON	$	92.88
WILKINSON CARA	$	88.44
WEEMHOFF MEGHAN	$	88.44
BROWN BRITTNEY	$	87.97
CHALLA JENNELL	$	87.10
BOERMA ASHLIE	$	86.43
STANTON MINDY	$	86.36
EVERS EMILY	$	82.42
CONRAD KRISTIN	$	81.99
SCHENKEL JASON	$	80.81
HOEGEN CANDICE	$	80.47
KEMPKER STEVEN	$	80.00
SACHS PAUL	$	79.93
REENDERS ANDREA	$	75.04
PASTOR MICKAYLA	$	75.00
MALKEWITZ AUBRIE	$	75.00
RUSSELL RACHEL	$	74.93
KERMEEN LEANNA	$	72.93
CHULSKI KAITLYN	$	69.39
JEWELL MALLORY	$	67.00
HEADLEY KELLI	$	66.17
MESMAN TYLER	$	65.66
SCHUETZ SIERRA	$	65.40
TUBERGEN JAY	$	64.32
DEVOS SABRINA	$	60.30
MORALES VALENTE	$	58.22
ROBERTS CHAD	$	57.96
DRUZGAL REBECCA	$	56.81
VANOSDOL ZACHARY	$	56.21

Vendor	Total Amount	
BEIDLER MEREDITH	$	55.61
GARCIA JORGE	$	54.47
OOMEN TRACY	$	54.27
KONDRAT JASON	$	53.60
COULSON CHAD	$	51.96
RADAKOVITZ DENISE	$	51.80
ACHTERHOF EMILY	$	50.25
HOLDEN STEVE	$	48.91
ASH STEPHANIE	$	47.60
BENJAMIN ANTHONY	$	46.50
EASTLICK PAIGE	$	45.43
DE HAAN KATHARINE M	$	40.20
CHAU NEUNG	$	40.20
JONES JOSHUA	$	40.20
FERRIS PAMELA	$	39.51
MOKMA CHRISTOPHER	$	36.19
GIRMSCHEID BRITTA	$	36.18
MCLAREN JANICE	$	36.18
PEPPER THAD	$	33.91
BLADEK ROBERT	$	32.88
SANCHEZ RACHEL	$	32.23
DRAKE TAMARA	$	31.48
WAITE LOREEN	$	30.75
MAROD MOLLY	$	29.99
VALENZUELA ALMA	$	29.90
GAJO DEANIQUE	$	29.48
MARIN JONATHAN	$	28.61
GORIS STEPHANIE	$	27.72
BEEMER VALERIE	$	26.80
BALDWIN BRENDT	$	26.80
MENSCH NANCY	$	26.03
TURNER LAURA	$	25.46
TENGLER JUSTIN	$	25.46
FORREST KATIE	$	23.92
CUMUROVIC ENIDA	$	23.89
COOK WENDI	$	23.02
ESCOT CLARISSA	$	22.78
SCELSI DAWN	$	22.78
CORLETT TABITHA	$	22.44
NOLES ALLEN	$	20.00
MIDDLETON AMY	$	19.70
CARPER KAYLA	$	19.18
WIERSMA DALE	$	18.76
SHERMAN KRISTINA	$	18.76
VANLENTE SPENSER	$	18.76

Vendor	Total Amount	
KASS JESSICA	$	18.20
BALLARD WILLIAM	$	16.06
BEHRINGER JESSICA	$	16.00
KUIPER JULIE	$	15.94
KUYERS SHELLEY	$	13.30
FOLKERT TAYLOR	$	13.27
MATASH KAYLA	$	12.74
BRYANT EMMA	$	12.46
KARP MICHAEL	$	11.54
SCHUSTER AMBER	$	10.98
GARGANO LESLIE	$	10.38
WICHMAN COURTNEY	$	9.85
PIESKE STEPHANIE	$	9.85
TULL KAY	$	9.59
RASCH JENNIFER	$	9.38
PETERMAN EMMA	$	9.25
RANDALL THEO	$	8.78
FOLKERT LAURA	$	7.14
SHEELE AMY	$	6.23
KWANTES MEGAN	$	2.01
Grand Total	**$**	**34,478.74**

Accounts Payable Vendor Disbursements
December 23, 2024 - January 31, 2025

Vendor	Total Amount	
MICHIGAN, STATE OF	$	2,571,025.18
WESTERN MICHIGAN	$	2,196,487.80
MUNICIPAL EMPLOYEES	$	2,048,265.78
OTTAWA COUNTY ROAD	$	1,708,062.30
OTTAWA COUNTY CENTRA	$	1,687,843.33
JUBILEE MINISTRIES	$	1,000,000.00
HARBOR HOUSE MINISTR	$	748,955.90
HERITAGE HOME INC	$	660,368.02
GRANGER CONSTRUCTION	$	513,222.43
LAKESHORE HABITAT FO	$	500,000.00
MOKA CORPORATION	$	493,973.70
HP	$	370,585.10
HOPE NETWORK BEHAVIO	$	339,301.93
BEACON SPECIALIZED	$	311,170.90
APEX CONTRACTORS	$	303,226.17
HOLLAND CITY OF	$	288,746.62
OTTAWA COUNTY MICHIG	$	255,398.00
VITALCORE HEALTH STR	$	243,121.70
TURNING LEAF	$	212,618.20
PREFERRED EMPLOYMENT	$	196,589.95
HOPE DISCOVERY ABA S	$	189,977.86
PROTECT LIFE MICHIGA	$	177,270.00
ENTERPRISE FM TRUST	$	170,198.77
PEOPLE DRIVEN TECHN	$	164,241.00
COMMUNITY LIVING NET	$	161,823.15
DELTA DENTAL PLAN OF	$	159,083.32
GRAND HAVEN CITY OF	$	153,530.39
LAKESHORE ADVANTAGE	$	150,000.00
BENJAMIN'S HOPE	$	144,922.98
SENTINEL TECHNOLOGIE	$	142,067.13
MICHIGAN STATE	$	140,374.50
PREIN & NEWHOF	$	138,088.92
VAV OPERATIONS MI	$	132,639.37
FLATROCK MANORS INC	$	131,842.24
PINE REST CHRISTIAN	$	128,614.53
REACH FOR RECOVERY I	$	122,733.24
AMANI LLC	$	101,252.79
CONSUMERS ENERGY	$	98,623.05
JP MORGAN CHASE**SEE APPENDIX A	$	94,043.88
CANTEEN SERVICES	$	92,097.89
LOCUMTENENS HOLDINGS	$	83,072.91

Vendor	Total Amount	
PENDOGANI GL LLC	$	82,223.36
SAMARITAS	$	81,230.57
BERGMARK CONSULTING	$	75,813.14
HOLLAND COMMUNITY	$	75,391.10
CHERRY STREET SERVIC	$	73,589.00
PRO CARE UNLIMITED	$	72,826.20
INDIAN TRAILS CAMP	$	71,472.17
METROPOLITAN LIFE IN	$	65,560.79
ZEELAND CITY OF	$	65,000.36
REDLINE EXCAVATING L	$	63,490.59
PIONEER RESOURCES	$	58,330.24
GUARDIANTRAC LLC	$	57,600.81
PROFESSIONAL REHABIL	$	54,842.06
POSITIVE BEHAVIOR SU	$	53,523.03
FAVOR HOUSE LLC	$	52,014.60
I3-IMAGESOFT LLC	$	50,796.48
DENNY'S EXCAVATING	$	50,700.00
LEXIPOL LLC	$	49,118.61
ADIA LLC	$	48,382.32
LRE	$	48,332.84
HARBOR HUMANE SOCIET	$	46,781.14
LATIN AMERICANS UNIT	$	46,735.00
WALLOON LAKE RECOVER	$	46,579.32
BOND	$	46,572.00
FERRYSBURG CITY OF	$	46,152.99
BUSINESS INFORMATION	$	45,742.34
GOOD SAMARITAN	$	45,557.00
DIGNIFIED CARE LLC	$	45,350.21
FOREST VIEW HOSPITAL	$	44,046.00
EXTENDED GRACE	$	41,666.66
FAHEY SCHULTZ BURZYC	$	41,414.41
WEX BANK	$	40,250.74
OTTAWA CONSERVATION	$	39,820.75
SPICER GROUP INC	$	39,486.25
DEVELOPMENTAL ENHANC	$	37,352.03
DELIGHT CARE LLC	$	36,800.00
PCE SYSTEMS	$	36,125.00
LIVING HOPE HOME CAR	$	35,394.42
MATRIX CONSULTING	$	35,065.00
EMPLOYEE REIMBURSEMENT**SEE APPENDIX B	$	34,478.74
BETHANY CHRISTIAN SE	$	33,816.22
WILSON STUART T	$	33,723.24
HUDSONVILLE CITY OF	$	32,537.22
SENIOR RESOURCES OF	$	32,500.00
ENVIRO CLEAN SERVICE	$	32,110.52

Vendor	Total Amount	
BRAINTREE MANAGEMENT	$	32,100.00
ZAWADI USA LLC	$	31,778.48
OPENGOV INC	$	31,465.00
COMMUNITY ACTION	$	30,521.00
ARBOR CIRCLE CORP	$	30,238.04
CAMP BLODGETT	$	30,226.38
SHERRIFF GOSLIN CO	$	30,097.00
TRANSCEND ROBOTICS	$	29,650.00
BUILDING MEN FOR LIF	$	29,333.16
ACORN HEALTH LLC	$	26,889.18
SECOND STORY COUNSEL	$	26,533.12
AUTISM OF AMERICA	$	26,357.70
COOPERSVILLE CITY OF	$	26,156.77
AKOYA BEHAVIORAL HEA	$	25,818.34
PT SOLUTIONS INC	$	25,505.90
FULL CIRCLE CARE LLC	$	24,442.24
PITNEY BOWES INC	$	24,299.50
CHILDREN'S ASSESSMEN	$	24,166.67
DEWPOINT INC	$	24,118.00
CERTAPRO PAINTERS	$	23,929.00
HOLLAND LITHO SERVIC	$	23,641.31
EQUITABLE LEARNING	$	23,388.04
MCCABE ALAN	$	23,241.00
BUSSCHER DEVELOPMENT	$	23,157.30
HOLLAND CORNERSTONE	$	23,150.77
VONK ROBERT	$	22,909.78
RAWLINGS ROCHELLE	$	22,699.32
VITALSMARTS LC	$	22,425.00
PROSECUTING ATTORNEY	$	22,422.00
METRO SIGN	$	22,253.00
WESTERN MICHIGAN PAT	$	22,154.00
KORTERING DAVID B	$	21,200.00
CRC RECOVERY INC	$	20,981.43
SPARKS BEHAVIORAL	$	20,800.00
SEMCO ENERGY INC	$	20,628.14
RESTITUTION	$	20,384.35
MICHIGAN WASTE & ENV	$	19,716.00
OTTAWA COUNTY FSA	$	19,687.88
KENT COMMUNICATIONS	$	19,508.82
COMMUNITY MENTAL HEA	$	18,934.00
CORNERSTONE AFC LLC	$	18,157.65
ENG INC	$	18,126.09
FEENSTRA & ASSOCIATE	$	17,057.50
HOLLAND BOARD OF PUB	$	16,085.77
IMPERIAL DADE	$	15,979.13

Vendor	Total Amount	
AT&T CORP	$	15,463.12
AXON ENTERPRISE	$	15,000.00
ADVANCE ROBOT SOLU	$	14,930.00
BARBIER BELINDA	$	14,800.10
WEST PUBLISHING CORP	$	14,711.08
DALE A. & PAMELA M.	$	14,644.84
GEI CONSULTANTS OF M	$	14,508.00
MICHIGAN PATHOLOGY	$	14,306.34
YOUTH OPPORTUNITY	$	14,301.27
GRAND HAVEN BOARD	$	13,947.95
BRECKON AMY JO	$	13,880.00
TRAC AUTISM CENTER	$	13,734.02
MICHIGAN ASSOCIATION	$	13,719.00
RELIANCE COMMUNITY C	$	13,717.00
SCHEUERLE & ZITTA	$	13,658.21
ST JOHN'S HEALTH CAR	$	13,606.09
GRAYSON KERRY	$	13,484.66
LADDS GOLF & TURF	$	13,204.71
DAVID'S HOUSE MINIST	$	13,200.00
CDW GOVERNMENT INC	$	13,150.81
HODGES LYDIA I	$	13,052.86
M.C. SMITH ASSOCIATE	$	13,052.50
Meijer Distribution	$	13,027.64
BETHESDA FARM	$	12,984.40
CONTINENTAL AMERICAN	$	12,703.31
CONSILIUM STAFFING	$	12,690.00
SALE'S HEATING	$	12,682.00
NOAH'S ARK	$	12,475.00
KALLMAN LEGAL GROUP	$	12,427.20
MCKESSON MEDICAL	$	12,426.99
PROGRESSIVE AE INC	$	12,255.00
LUBINSKI NANCI LYNNE	$	12,033.14
VERIZON WIRELESS	$	12,022.57
DEBOER ERIC	$	12,002.76
ROBERT HALF INC	$	12,000.00
WINDSCAPE LDHA LP	$	11,962.00
INSIGHT PUBLIC SECTO	$	11,767.80
FIDELITY SECURITY LI	$	11,721.30
STILLSON POLLY KAY	$	11,318.76
MERCK SHARP & DOHME	$	11,184.91
APPLEWOOD LAW WINS	$	11,178.70
CARAHSOFT TECHNOLOGY	$	11,068.80
AUTUMN RIDGE STONE &	$	11,011.00
DAILY LIFE SKILLS IN	$	10,784.00
CSM SERENITY LLC	$	10,656.56

Vendor	Total Amount	
ORTEGA KENDRA	$	10,600.00
BRG MANAGEMENT LLC	$	10,480.00
DEPREE DORIS MARGARE	$	10,403.00
STRONG STACIE	$	10,279.29
ORGANIC CARE LLC	$	10,200.00
HOLLAND ENGINEERING	$	10,175.00
VOLKER CRANE SERVICE	$	10,152.55
BROWN ROBERT M	$	10,000.00
LIFE CHOICE LLC	$	9,750.00
GOODWILL INDUSTRIES	$	9,678.49
PROTOCALL SERVICES	$	9,600.00
MICROGENICS CORPORAT	$	9,536.82
NEDERVELD ASSOCIATES	$	9,500.00
EXXEL ENGINEERING	$	9,500.00
AGNUS DEI AFC HOME I	$	9,434.25
WILSON & WYNN INTERV	$	9,427.50
REPUBLIC SERVICES IN	$	9,335.86
FIDLAR AQUISITION	$	9,300.00
FALCON WOODS	$	9,289.00
MACHIELA JONATHAN A	$	9,205.10
SCHOLMA RANDALL	$	9,204.00
TITLE-CHECK LLC	$	8,862.98
CENTRIA HEALTHCARE L	$	8,826.60
VREDEVELD HAEFNER LL	$	8,800.00
MEYER RANDALL G	$	8,709.92
OTTAWA COUNTY DEPUTI	$	8,578.48
WYNSMA CHERI LYNN	$	8,534.30
MISDU	$	8,529.81
EMPHASYS COMPUTER	$	8,096.77
MICHIGAN GAS	$	8,067.85
BOYS TOWN	$	8,060.00
IBH ANALYTICS LLC	$	8,038.00
MERCY HEALTH PARTNER	$	8,028.00
HERNANDEZ HOME LLC	$	7,896.60
WILLIAMS, COLBERT	$	7,866.66
PLUMMER'S ENVIRONMEN	$	7,851.65
MATTHEW BENDER	$	7,761.56
EBRIMA DRAMMEH	$	7,737.91
FAMILY FENCE FACTORY	$	7,713.05
HVG MILL PINE ASSOCI	$	7,686.00
SANOFI-AVENTIS US IN	$	7,435.26
WEST OTTAWA PUBLIC	$	7,224.30
BURNHAM & FLOWER	$	7,176.00
DICKINSON WRIGHT PLL	$	7,027.50
VANTUBERGEN, TREUTLE	$	7,000.00

Vendor	Total Amount
COMMUNITY HEALING CE	$ 6,920.30
HELMER ANGELA KAY	$ 6,852.86
PIVOT POINT PARTNERS	$ 6,839.48
HAVENWYCK HOSPITAL	$ 6,832.00
PEERBOLTS INC	$ 6,805.00
DRAMMEH EBRIMA	$ 6,629.04
CASE MANAGEMENT	$ 6,625.50
KRAMER LINDA S	$ 6,542.86
DYKEMA GOSSETT PLLC	$ 6,437.50
LA BENEDICTION CO LL	$ 6,408.94
DELL COMPUTER CORP	$ 6,400.00
MICHIGAN COUNTY SOCI	$ 6,334.00
ALTOGAS INC	$ 6,321.76
HARTGERS FRITS	$ 6,320.00
WMIPM	$ 6,271.00
MEGLEY KEVIN B	$ 6,148.73
GLAXOSMITHKLINE	$ 6,128.62
HOLLAND CHARTER	$ 6,025.29
CREATIVE MOBILITY	$ 5,965.00
GRAPHICS HOUSE PRINT	$ 5,914.11
Ryan and Jessica Hai	$ 5,906.16
John and Barbara Kat	$ 5,901.15
GOPHER EXPRESS	$ 5,851.00
PATHFINDER ENGINEER	$ 5,810.00
BASMAYOR CHRISTINA R	$ 5,657.33
BEHAVIOR ALLIANCE LL	$ 5,519.52
COMMUNITY LIVING SER	$ 5,500.00
LIFE EMS INC	$ 5,421.08
PLATINUM HEATING	$ 5,400.00
VANDER VLIET MARTIN	$ 5,400.00
THERACOM INC	$ 5,350.90
FISCHER SKIS US	$ 5,336.10
ZOOM VIDEO COMMUNICA	$ 5,317.91
CATALINO RICHARD	$ 5,305.98
KAIZEN HEALTH INC.	$ 5,216.43
LANDSCAPE DESIGN	$ 5,009.00
Benjamin Lubbers	$ 4,974.23
RELIABLE ROAD SERVIC	$ 4,888.00
MGT OF AMERICA CONSU	$ 4,855.20
70X7 LIFE RECOVERY	$ 4,842.08
KOLBE CORP	$ 4,838.00
ON DUTY GEAR LLC	$ 4,830.96
ZVI HALPERT	$ 4,827.60
ALTA ENTERPRISES LLC	$ 4,816.62
SORIN LAW PC	$ 4,806.96

Vendor	Total Amount	
LANGUAGE LINE SERVIC	$	4,584.95
OTTAWA COUNTY DEPUTY	$	4,540.58
COPY-TECH	$	4,540.43
ANCHORAGE WEST LLC	$	4,448.00
THORNELL BONNIE L	$	4,400.00
COLEMAN KENYATTA KAT	$	4,345.81
AMAZON CAPITAL SERV	$	4,341.03
CASHSTAR INC	$	4,327.00
HAPKE BARBARA E	$	4,305.21
SITE WORK SOLUTION	$	4,300.00
AMERICAN SCREENING C	$	4,300.00
WATKINS PHARMACY	$	4,258.44
SWART EDWARD C	$	4,211.75
IKAZE HOME	$	4,201.43
LAKESHORE CARE CORP	$	4,201.43
SUNSET GROUP LTD	$	4,195.00
THE VITALITY GROUP	$	4,161.30
SMITH THOMAS	$	4,110.22
JOHNSON BRADLEY R	$	4,107.19
Fastenal Company - M	$	4,086.22
GRAND RAPIDS CENTER	$	4,000.00
GOVERNMENTAL CONSULT	$	4,000.00
COMMUNITY LIVING OPT	$	3,974.69
VICKI VARGO	$	3,968.00
LAKESHORE ENVIRONMEN	$	3,961.25
ACHTERHOF SHIRLEE B	$	3,949.00
FEEDING AMERICA WM	$	3,690.00
COMPASS MINERALS AME	$	3,662.28
Ace Telephone Compan	$	3,657.43
BJ TRANSPORT	$	3,650.00
DTE ENERGY COMPANY	$	3,610.28
SIRCHIE ACQUISITION	$	3,571.05
HOPE COLLEGE	$	3,508.80
DLZ MICHIGAN INC	$	3,486.47
UNEMPLOYMENT INSURAN	$	3,439.19
SHI INTERNATIONAL	$	3,353.75
CHARTER COMMUNICATIO	$	3,301.76
AMBROSE RONALD D	$	3,289.62
PFS PROPERTY MANAGEM	$	3,284.76
12191 FELCH ST LDHA	$	3,275.00
FOLEY BARBARA	$	3,146.61
RIVERSIDE INTEGRATED	$	3,125.00
MIKA MEYERS BECKETT	$	3,100.00
Brenton L & Zulariam	$	3,089.40
SPECTRUM HEALTH HOSP	$	3,071.59

Vendor	Total Amount	
HUDSONVILLE TRANSMIS	$	3,070.90
ENTERPRISE ENVELOPE	$	3,049.64
LAKESHORE PROPERTY	$	3,020.00
KAJOVID PROPERTIES	$	3,000.00
PROFESSIONAL ONLINE	$	2,994.95
THOROUGHBRED TECH	$	2,973.00
SUNSHINE PROPERTIES	$	2,967.00
CISCO INC	$	2,943.49
CORNERSTONE REAL EST	$	2,921.00
HOPE NETWORK WEST MI	$	2,920.13
RUCKER CLEANING	$	2,845.82
NETSMART TECHNOLOGIE	$	2,807.50
ODP BUSINESS SOLUTIO	$	2,733.53
KNIGHT WATCH INC	$	2,725.42
Gary W & Ruth J Nevi	$	2,711.77
RTH SERVICES LLC	$	2,707.00
MULTI-HEALTH SYSTEMS	$	2,688.00
SUMMIT FIRE PROTECT	$	2,659.50
DALE BIRD-CORTES	$	2,640.00
OTTAWA, COUNTY OF	$	2,562.65
SEDGWICK CLAIMS MANA	$	2,552.31
4IMPRINT INC	$	2,524.48
GEORGETOWN TOWNSHIP	$	2,507.90
BIZSTREAM	$	2,458.50
COVENANT ENABLING	$	2,423.13
LEXISNEXIS COPLOGIC	$	2,415.00
AMERICAN FENCE ERECT	$	2,412.65
W AND M PROPERTY VEN	$	2,400.00
WATKINS ROSS AND COM	$	2,400.00
Janice Quade	$	2,367.03
KUSTOM SIGNALS INC	$	2,361.10
PINE RIDGE ADULT CAR	$	2,349.18
SOUTHWEST AFC LLC	$	2,341.43
PLATINUM LIVING LLC	$	2,341.43
MRG-TRANSLATIONS	$	2,340.00
HOLLAND PUBLIC SCHOO	$	2,314.17
PLM LAKE & LAND MGMT	$	2,310.00
ADVANCE MAGAZINE PUB	$	2,296.81
FIDELITY LANGUAGE	$	2,284.08
Sean Mackey & Amy L	$	2,276.60
PINE FOREST LLC	$	2,268.00
TRULINE SURVEYING PC	$	2,220.00
OTTAWA COUNTY SHERIF	$	2,200.00
SERVCORE GROUP	$	2,200.00
GRAND HAVEN AREA PUB	$	2,196.75

Vendor	Total Amount	
BAZEN ELECTRIC COMPA	$	2,194.00
Jill A Yeonmans Trus	$	2,182.55
LOUIS PADNOS IRON	$	2,173.97
MI REAL ESTATE MANAG	$	2,150.00
RECOVERY ROAD LLC	$	2,141.37
LAW OFFICE OF KENNET	$	2,124.82
RAMOS DAVID	$	2,124.00
ASSOCIATED LANGUAGE	$	2,115.00
DEJONG ELDON	$	2,088.00
US DEPARTMENT OF TRE	$	2,070.93
HOPE NETWORK REHABIL	$	2,070.18
CLEANERS CHOICE	$	2,054.50
DEMANN GREGORY S	$	2,052.00
MARTINDALE DANIEL	$	2,045.70
VEGA JOHN	$	2,040.00
DOORDASH	$	2,039.50
STAPLES INC	$	2,013.63
WEST MICHIGAN PSYCHO	$	1,990.72
GRAND VALLEY TOWING	$	1,985.00
SUN COMMUNITIES INC	$	1,973.00
GRANDVILLE PUBLIC SC	$	1,954.71
MACATAWA PLUMBING	$	1,939.00
LIFE THERAPEUTIC SOL	$	1,907.40
SHORELINE SERVICES	$	1,900.00
DORNBOS SIGN & SAFET	$	1,883.50
GH NORTH SHORE APTS	$	1,850.00
ZELLEN JAMES C	$	1,827.72
JOHNSON CONTROLS INC	$	1,817.00
MAGNETIC NORTH CONSU	$	1,800.00
TWO WAY DIRECT INC	$	1,784.77
BEHAVIORAL RESOURCES	$	1,740.00
REQUEST HTG & CLG	$	1,725.00
KERKSTRA PORTABLE	$	1,715.00
LUMIQUICK DIAGNOSTIC	$	1,714.16
HIDDEN DUNES APARTM	$	1,696.00
PASSPORT LABS	$	1,666.82
QONVERGE LLC	$	1,666.67
KHAMMANIVONG ANOUSON	$	1,665.00
BATTAGLIA GARY	$	1,650.00
AT&T	$	1,648.68
OUR HOPE ASSOCIATION	$	1,648.00
ALLEN JENSEN	$	1,634.00
MASHAK-FIRST JODI	$	1,625.00
BOUMAN VICTORIA A	$	1,623.00
HUDSONVILLE TOWING	$	1,618.00

Vendor	Total Amount
RONALD UPRIGHT	$ 1,608.00
CJ ACQUISITION INC	$ 1,599.75
MORITZ, JOHN, LAW OF	$ 1,559.65
NATIONAL BAND	$ 1,559.50
THE DEPOT	$ 1,542.00
THE LIGHT BULB CO	$ 1,542.00
MARTINEZ FILADELFO	$ 1,542.00
GRAND RAPIDS THERAPY	$ 1,537.50
BOEREMA STEPHEN	$ 1,534.00
BURCH DON E	$ 1,527.83
COVELLO CHARLES B	$ 1,502.99
ALLENDALE LDHA LP	$ 1,500.00
A & R INVESTMENTS	$ 1,464.00
CATALIS COURTS &	$ 1,456.00
R&S NORTHEAST	$ 1,450.02
JACO CIVIL PROCESS I	$ 1,437.10
JAMIE PANCY	$ 1,423.00
THE ARC MUSKEGON	$ 1,420.32
TRAPPERS COVE APARTM	$ 1,412.00
EVERCOMMERCE SOLUTIO	$ 1,405.35
MICHIGAN JUDGES	$ 1,375.00
HICKS TIMOTHY G	$ 1,366.75
ZEELAND PUBLIC SCHOO	$ 1,350.12
CUNNINGHAM DALMAN	$ 1,340.00
WAVELAND PROPERTY MA	$ 1,338.00
MJCT HOLDINGS INC	$ 1,336.00
PATTERSON JANE	$ 1,326.41
DICKS TOWING & RECOV	$ 1,281.00
BRINKS INC	$ 1,260.20
LIAISON LINGUISTICS	$ 1,252.89
TELE-RAD INC	$ 1,232.50
BRIGGS JUANITA C	$ 1,232.00
MUSKEGON, COUNTY OF	$ 1,227.96
REGENTS OF THE UNIVE	$ 1,196.00
ELEVATE TITLE AGENCY	$ 1,194.40
NORTHERN LAKES COMMU	$ 1,183.00
LUELLEN ANNA	$ 1,180.00
INTEGRITY BUSINESS	$ 1,157.09
MICHIGAN ASSESSORS	$ 1,150.00
APPLIED BEHAVIORAL S	$ 1,143.30
DAHL COOPER	$ 1,140.00
BLACK RIVER RENTALS	$ 1,134.00
GENOA HEALTHCARE LLC	$ 1,132.06
MC CONOMY ANDREA	$ 1,127.05
BOB BARKER COMPANY	$ 1,116.54

Vendor	Total Amount	
HRA PSYCHOLOGICAL SE	$	1,100.00
KOZAKIEWICZ JOSEPH	$	1,100.00
GALLAGHER-TRAIN ASHT	$	1,090.89
CURCIO CHARLES	$	1,087.00
ANGEL CARE AFC	$	1,080.50
FARE FAMILY INVESTME	$	1,079.00
YOUNG MENS CHRISTIAN	$	1,076.00
MCDONALD PLUMBING	$	1,076.00
MEDIATION SERVICES	$	1,075.00
COMCAST HOLDINGS COR	$	1,065.15
GEORGETOWN APARTMENT	$	1,064.92
NP SPRING LAKE	$	1,061.00
TELOCIN GROUP INC	$	1,058.00
TCS HOLDING COMPANY	$	1,039.50
GATEHOUSE MEDIA MICH	$	1,033.37
JEFFREY J VANHUIS -	$	1,012.00
SYMBOLARTS LLC	$	1,002.50
GREATER OTTAWA CO	$	1,001.75
MATTHEW ELLIOTT	$	1,000.00
B & H FOTO & ELECTRO	$	988.19
THE RAPID GROUP LLC	$	969.25
MED-1 LEONARD LLC	$	965.00
SMART SOURCE LLC	$	948.71
HEALTHY HOODS LLC	$	945.00
MISS DIG SYSTEM INC	$	940.07
VILLAGE SELF STORAGE	$	908.42
TWO THE RESCUE LLC	$	900.00
FRIEND OF THE COURT	$	900.00
OTTAWA LIMITED DIVID	$	886.00
CRIMINAL DEFENSE ATT	$	880.00
RECTRAC	$	875.00
BRUMMELS SALES	$	859.00
KELLEIGH MELISSA	$	858.50
WILLIAM FRANKLIN BRA	$	819.44
TRINITY HEALTH	$	816.00
LEGAL ADVANTAGE WEB	$	809.55
HAMMAN AMY	$	805.00
D.A. BLODGETT ST JOH	$	800.64
PDDS BUYER LLC	$	796.20
JENISON CRAIG	$	794.66
EXCEL SYSTEMS GROUP	$	782.00
HEARST NEWSPAPERS	$	766.03
GRAND HAVEN CHARTER	$	766.01
ALLENDALE TOWING	$	753.00
BANK OF NEW YORK	$	750.00

Vendor	Total Amount
ADECCO USA INC	$ 748.36
KOTOWSKI, KIMBERLY	$ 745.00
WAKEFIELD LEASING CO	$ 741.00
WESTERN TEL-COM INC	$ 732.00
MACHASIC RYAN H	$ 726.10
MANHATTAN TELECOM	$ 726.01
LINDE GAS & EQUIPMEN	$ 725.29
RENEW THERAPEUTIC RI	$ 720.00
Dale W & Latania E M	$ 694.10
HOSPITAL NETWORK	$ 680.00
CURTIS CATHERINE L	$ 678.00
SLAIS TIMOTHY A	$ 672.08
PLUMMERS DISPOSAL	$ 660.00
ADVANCED PLUMBING	$ 650.00
CARDENAS STEPHANIE M	$ 650.00
Rafe & Alyssa Beller	$ 637.92
LAKESHORE ADVOCACY S	$ 630.00
CONTROL SOLUTIONS IN	$ 630.00
WILLIAMSBURG PROPERT	$ 624.00
WOLVERINE POWER	$ 614.01
TRI-STATE FILING SYS	$ 611.60
HEMOCUE INC	$ 606.62
MALL CITY MECHANICAL	$ 600.00
ARTINA GROUP	$ 591.66
PREST & ASSOCIATES	$ 584.00
ANSWER UNITED	$ 569.67
EARLE PRESS	$ 553.50
RIDGE POINT COMMUNIT	$ 540.00
BRIAN CARNES	$ 535.00
TRANSUNION RISK AND	$ 533.20
PARKWAY ELECTRIC & C	$ 530.60
INFINISOURCE INC	$ 520.00
James H Besteman	$ 515.48
INTEGRITY TECHNOLOGY	$ 514.59
LKM TOWING LLC	$ 503.00
LAWRENCE TOWING LLC	$ 501.00
ARBOR SOLUTIONS	$ 500.00
GORDON WATER SYSTEMS	$ 494.05
WOLFE RACHEL K	$ 493.20
MACQUEEN EQUIPMENT	$ 490.75
WEDGWOOD CHRISTIAN	$ 485.35
INTERNATIONAL ASSOCI	$ 480.00
TRI-CITY TOWING SERV	$ 451.00
MCRAE ENTERPRISE LLC	$ 445.00
JUVENILE COURT ASSOC	$ 445.00

Vendor	Total Amount
UNIVERSITY TRANSLATO	$ 440.00
C AND S ELECTRIC SER	$ 427.63
KERKSTRA SEPTIC	$ 425.00
MICHIGAN PROBATE	$ 425.00
CAMP SUNSHINE	$ 425.00
ZEELAND CHARTER	$ 416.39
PURCHASE POWER	$ 408.19
ALLIED UNIVERSAL	$ 402.60
INTERCARE COMMUNITY	$ 401.08
NEWHOUSE KRISTAN A	$ 400.00
IMAGIN INC	$ 400.00
LAW OFFICE OF PATRIC	$ 400.00
LIFELINE TRAINING	$ 398.00
ECOLAB INC	$ 387.32
SHARON ALONA	$ 384.29
ETNA DISTRIBUTORS LL	$ 384.08
ROOTS THERAPEUTIC	$ 375.00
THE SALVATION ARMY	$ 362.42
3SI SECURITY SYSTEMS	$ 360.00
TRIPLOG INC	$ 354.00
SCHREUR PRINTING	$ 352.32
BUD'S WRECKER SERVIC	$ 350.00
TALLMADGE CHARTER	$ 347.38
CLD LEGAL PC	$ 347.28
K & R TRUCK SALES IN	$ 345.00
GOLDEN MARY K	$ 334.84
POCKETALK INC	$ 329.00
CALDER CITY TAXICAB	$ 328.00
UNIVERSAL UTILITIES	$ 322.76
THOMAS SCIENTIFIC	$ 303.18
SYTSEMA FUNERAL HOME	$ 300.00
STAAKE MICHAEL D	$ 300.00
MLYNARCHEK RONALD	$ 300.00
KURT MEPPELINK	$ 300.00
MED-1 HOLLAND	$ 295.00
RADIATION DETECTION	$ 290.19
SHERWIN-WILLIAMS CO	$ 289.72
CXTEC	$ 284.96
MORGAN DE KLEINE	$ 276.00
GFL ENVIRONMENTAL SE	$ 268.95
ELAN USA CORP	$ 262.68
JAMES A MAREK	$ 255.00
TULIP CONNER	$ 250.00
ROBERTA PORTER	$ 250.00
NICOLE JARRAD	$ 250.00

Vendor	Total Amount
PAUL KRAMER	$ 250.00
KIM PALKOWSKI	$ 250.00
JOSEPH YSKES	$ 250.00
MARY VAN LAAR	$ 250.00
DEBRA SECOR	$ 250.00
OTTAWA COUNTY CLERK	$ 240.00
MICRGRAPHICS	$ 226.00
MacConnach Trust	$ 216.87
JUAREZ JOSE L	$ 205.00
NICHOLS NOVIA M	$ 200.00
PARK TOWNSHIP	$ 196.81
WEST MICHIGAN UNIFOR	$ 189.57
JOY ZOMER	$ 185.00
KEPS TECHNOLOGIES	$ 182.85
TRACIE ROBIN SCOTT	$ 180.11
GREAT LAKES ENERGY C	$ 178.00
AMERICAN JUDGES ASSO	$ 175.00
J&S SOLUTIONS	$ 166.40
FIRE PROTECTION PROS	$ 164.50
AMERICAN GAS & OIL	$ 161.00
FIRST MEDICAL LLC	$ 150.00
STEPHANIE JONES	$ 147.18
MARY HAWLEY	$ 147.18
OTTAWA COUNTY EMPLOY	$ 145.00
ACENTEK	$ 144.85
LEYAN SNELLINK	$ 144.00
GRAND HAVEN TRIBUNE	$ 143.17
MOTOROLA SOLUTIONS	$ 142.86
UNIVERSAL CREDIT SER	$ 142.50
KRISTIN LOUANN YOUNG	$ 138.75
JAMESTOWN CHARTER	$ 138.10
ANNE MARIE GUSS	$ 137.63
HEBERT, P.C.	$ 136.53
TRAVIS LAINE BRACK	$ 136.13
KITCHEN MICHAEL	$ 135.56
LUCILLE MARY WILLIAM	$ 130.13
RACHAEL RENEE GARCIA	$ 129.00
ALEXIS NIKOL MERFELD	$ 128.25
SCHULTZ ELIZABETH	$ 127.50
CASE PAULIN	$ 126.00
WEST MICHIGAN TACTIC	$ 125.00
MID-MICHIGAN ASSOCIA	$ 125.00
PORT SHELDON TOWNSHI	$ 124.99
OTTAWA CO FOC EMPLOY	$ 120.00
JOHN WESLEY COOKINGH	$ 119.00

Vendor	Total Amount
EDWARD ADAM SZYMANSK	$ 119.00
WESLEY J JUDGE	$ 115.00
PAUL WILLIAM DEBIEN	$ 113.25
CHANRA CHINDASY RATS	$ 113.25
MICHAEL ANTHONY GONZ	$ 113.00
TANYA CHRISTINE MEY	$ 112.00
LAURA LYNN PULSIFER	$ 111.50
NICHOLAS BENJAMIN TA	$ 110.75
ACTION GLASS	$ 110.00
WALSH SUSAN K	$ 109.60
ERIC JON RANTANEN	$ 108.75
HENRY SCHEIN	$ 104.98
LAUREN NOEL GARCIA	$ 103.50
GUSTAVE NIRAGIRA	$ 103.00
DANNIE NORSOUVANH	$ 103.00
AMANDA SUE SORRELLE	$ 100.75
ELIZABETH ANNE BRAUL	$ 100.50
YOURMEMBERSHIP INC.	$ 100.00
WN LAW PLLC	$ 100.00
SPRING LAKE TOWNSHIP	$ 100.00
STEPHANIE BRANDT	$ 100.00
SAGINAW, COUNTY OF	$ 100.00
O'CONNOR & BENNETT	$ 100.00
SHELLEY STURSMA	$ 100.00
JANNA SHAMERY	$ 100.00
JAMIE BOUWHUIS-ROLAN	$ 100.00
DEBRA DEVRIES	$ 100.00
CHRIS BOZIK	$ 100.00
MARCIA ANN GUZMAN	$ 99.75
MERCANTILE BANK	$ 97.38
IRONGATE TITLE AGENC	$ 97.09
CHAD ALLEN DESJARDIN	$ 96.75
MED-1 BRETON	$ 95.00
JEANA LYNETTE KERSMA	$ 95.00
DEBRA SUE DELEEUW	$ 90.00
JACOB BRADLEY WALKER	$ 89.00
CAROLYN ANN MCNEIL	$ 88.50
BARBARA ANN COULSON	$ 87.00
KAREN SUE KALKMAN	$ 85.50
BRANDON PEREZ	$ 85.00
MACY LANAY WILSON	$ 84.00
ALLENDALE CHARTER	$ 83.61
MARK ANTHONY BRADBUR	$ 83.50
MARY ANN ECKERT	$ 82.00
CAROLYN JOAN STROH	$ 79.75

Vendor	Total Amount
YESENIA GUERRA	$ 78.25
WILLIAM DALE ROHLOFF	$ 78.00
ALEX ROSS RITZEMA J	$ 76.75
KYLIE RACHELLE JIMEN	$ 75.75
INFINITY BLLING ENT	$ 75.47
JR WOOD & ASSOCIATES	$ 75.31
PROFESSIONAL CODE IN	$ 75.00
BRIANNA NICOLE OLNEY	$ 72.38
AUSTIN JAMES KAPTEIN	$ 72.25
EKF DIAGNOSTICS INC	$ 71.88
BOBELDYK & ASSOC	$ 71.20
DEBORA ANN BILLER	$ 70.50
TIMOTHY SCOTT WIKTOR	$ 70.25
JEREMY DAVID WIERSEM	$ 70.25
CAMLA RAE CREVIER	$ 70.00
CORY KELLEY	$ 70.00
LAWSON PRODUCTS INC	$ 69.56
TODD J GUYER	$ 69.00
ADAM JOSEPH KHODL	$ 68.75
DOUGLAS A DEHAAN	$ 68.39
JEFFREY LEE EMRICH	$ 68.13
DAWN RENEE GORHAM	$ 67.50
BETH ANNE LOTHSCHUTZ	$ 67.25
OFFICE MACHINES	$ 67.13
RICARDO JUAREZ-BENIT	$ 67.00
VANHORSSEN BARB	$ 66.80
METCALF SANDRA	$ 66.80
MARK WRIGHT LEESON	$ 66.75
MICHELLE ANN HAMILTO	$ 66.75
ERIC ALLEN ENSINK	$ 66.50
MEGAN NICOLE HARGER	$ 66.13
JEAN PIERRE ERDELYI	$ 66.00
JAMES LEPIOR	$ 66.00
CHARON JOY BENSON	$ 65.25
OTTAWA COUNTY TREASU	$ 65.00
ROBINSON TOWNSHIP	$ 64.98
KAITLIN ROSE ODELL	$ 64.50
DONNA BUNCE	$ 64.12
SCOTT ANDREW HOWER	$ 63.63
INPANH NORSOUVANH	$ 63.00
BRIAN JAMES EDWARDS	$ 62.88
REBEKAH ANN SEMELBAU	$ 62.50
JOHNSON, ERIC	$ 61.44
REBECCA LYNN BAKKER	$ 61.25
KEVIN DANIEL WELLS	$ 61.25

Vendor	Total Amount
BLANCHARD TERRY D	$ 61.10
LEAH MARIE GIES	$ 61.00
KATELYN SCHAFER WOLF	$ 60.50
JANICE LYNN GRUPPEN	$ 60.25
WEST MICHIGAN PROCES	$ 60.00
JOANNE COATES	$ 60.00
GABRIELLE MARIE SCHU	$ 60.00
BENJAMIN ALAN-MICHAL	$ 59.50
LENORA ASHLEY ORTIZ	$ 58.80
VANHOVEN BETH	$ 58.76
ROBERT NEWTON POWELL	$ 58.50
BIRD THOMAS	$ 57.42
VALERIE RAE CONLEY	$ 56.13
PRICE AMANDA	$ 56.08
BRAD WALTER ANDERSON	$ 56.00
KYLE DAVID BLACKPORT	$ 55.50
CHESTER TOWNSHIP	$ 54.99
JUSTIN MICHAEL SHERR	$ 54.00
MICHAEL ALAN HEYBOER	$ 53.63
ROSEMA GARY	$ 53.40
MINDI LEE POWERS	$ 52.63
KATIE MAY RIBBENS	$ 52.38
GARY JOHN BARTON	$ 52.25
JAMES PAUL ANGEL	$ 52.13
WENDY JANE HARKEMA	$ 51.75
TREVOR CHARLES ZORN	$ 51.00
PARNIN DAVID	$ 50.72
FRANTZ RONALD	$ 50.72
SECUNDINO RAMON GARC	$ 50.38
ANNA CHRISTINE TENBR	$ 50.38
PATRICK MICHAEL LEE	$ 50.25
SPRING LAKE VILLAGE	$ 49.99
Jessica A Lamer	$ 49.83
CHRISMAN KATHERINE	$ 49.78
AIRGAS USA LLC	$ 49.63
PAULA JEAN BERGSMA	$ 49.50
ALEX STEVEN LUBBERS	$ 49.25
LORRIE KIM LANTING	$ 49.20
KEVIN JON GILBERT	$ 49.13
MATTHEW WILLIAM KREU	$ 49.00
MELISSA SUE BEIMERS	$ 49.00
SAMANTHA LYNN HUTCHI	$ 48.63
GAYE ALETHA NIEBOER	$ 48.63
CROCKERY TOWNSHIP	$ 48.33
NICHOLAS RAYMOND HOW	$ 48.25

Vendor	Total Amount
KELLEY ANN BUSSA	$ 48.00
ANGELA MARIE BRIDGEF	$ 47.88
BEN'S RUBBER STAMPS	$ 47.70
SUZETTE RENEA HARTMA	$ 47.25
TRICIA LYNN DEKKINGA	$ 47.25
KENNETH BYRON MCGHEE	$ 47.25
MICHELLE LYNNE LYNEM	$ 47.00
DENISE KAY NORTH	$ 47.00
JANYCE LYNN KERSAAN	$ 46.25
JODY LEN TRUMPIE	$ 45.75
VANDERZWAAG ROBERT	$ 45.36
GINA MARIE DOBBIN	$ 45.13
STEWART TITLE COMPAN	$ 44.82
LORA KATHRYN MATHIES	$ 44.50
KARA LYNN HUIZINGH	$ 44.50
KELSEY ELIZABETH REI	$ 44.38
ERIC BRIAN JEHNSEN	$ 44.25
MARNE ANGERS	$ 44.13
JEREMY MICHEAL DREES	$ 43.88
KRISSTILE MOORE	$ 43.80
ALLISON ANN PARM	$ 43.75
SHERYL LEANN WEELDRE	$ 43.63
TED ALLEN VRUGGINK	$ 42.50
DAWN RENEE RAMBO	$ 42.50
NATHAN ANDREW RATERI	$ 41.63
WILLIAM GARNET OWENB	$ 41.25
KENNETH BLAIR KIRKEN	$ 41.13
ADAM JACOB NICKEL	$ 41.00
SANDRA LEE MAAS	$ 40.50
MARY LOU ZAVADIL	$ 40.25
JANICE ELAINE DEVRIE	$ 40.00
AMANDA SUE CARRELL	$ 40.00
MILES ARTHUR-HENRY B	$ 39.75
JULIE ANN HILL	$ 39.63
AARON BRIAN ALLARD	$ 38.50
GRANT JAMES-TODD ELL	$ 38.38
TREVOR AARON HUISING	$ 37.75
DAWN ELIZABETH BROTT	$ 37.50
CINTAS CORPORATION N	$ 37.25
RAMIRO JOSE ZAMUDIO	$ 37.13
ROBIN JEAN CARPENTER	$ 36.88
CHRISTOPHER JAMES ME	$ 36.75
THEODORE POSOBIEC	$ 36.00
MICHAEL PATRICK APPL	$ 36.00
DARCY MARIE SMART	$ 35.38

Vendor	Total Amount
KATHRYN BEA VANKLOMP	$ 35.13
COREY RICHARD RYAN	$ 34.75
BRUCE JOSEPH BURTON	$ 34.63
MARYSA NICOLE KOENIG	$ 34.50
ABSOPURE WATER COMPA	$ 33.80
BRADLEY ALLEN KARSTE	$ 33.38
MARCUS ABRAHAM JOSEP	$ 33.25
GRACIELA ESQUIVEL	$ 33.13
RONALD LINDSEY SCOTT	$ 32.88
LAWRENCE EDWARD HEIN	$ 32.13
KAITLIN ELIZABETH BR	$ 31.63
DEVIN JOHN SWATZELL	$ 31.35
KATIE ANNETTE RHEW	$ 30.63
CARRIE MARIE FRIFELD	$ 30.25
OLIVE TOWNSHIP	$ 30.00
LORILEE KAE BERGSMA	$ 30.00
MARK RIGTERINK	$ 30.00
LOGAN JAMES ROSSER	$ 29.63
RAYMOND WAYNE SUNDQU	$ 29.38
MAXWELL LUCAS VALENT	$ 29.38
YAZMIN NICOLE MAPES	$ 28.25
JENNIFER ABBOTT	$ 28.00
SHARIEZ CHADEL PERRY	$ 27.92
NATHAN DANIEL WASS	$ 27.75
ELYZABETH GRACE MART	$ 24.72
COOPER JOSEPH WATKIN	$ 23.48
STEVEN ROBERT BOLHUI	$ 21.25
NANCY MELINDA COLLIN	$ 20.63
JEFFREY LAMAR MIDDLE	$ 20.50
JAMES ERWIN FRIEDRIC	$ 20.00
ZACHARY ALEXANDER JO	$ 19.80
JASON BRADFORD SELKI	$ 19.80
KACY ADAMS WEATHERFO	$ 19.63
LUCINDA JOY BUCK	$ 19.63
KATIE DAVIS	$ 19.26
WILLIAM ANDREW CONDO	$ 19.25
SHAWN ALAN FREEMAN	$ 18.38
RICHARD EARL ROSE I	$ 18.00
KRISTA MARIE HENDRIC	$ 17.90
CARLTON JAY WYSE	$ 17.88
MARIA GUADALUPE GOME	$ 16.26
LAUREN RAE VANDERLAA	$ 16.25
JAMES POTVIN	$ 15.00
ELIKAT INC	$ 15.00
JEFF RIETVELD	$ 14.58

Vendor	Total Amount	
EMMA RIETVELD	$	14.58
JONATHAN MATIAS CRUZ	$	13.02
FAUSTEN MYSHEL FORT	$	13.02
BRANDI LEE PILCHER	$	13.02
YANESON FAIFE	$	13.00
ANNIE BOSTELAAR	$	12.63
MISTY LEIGH JACKSON	$	11.85
JAMES ERIC JACKSON	$	11.85
TYLER LANE BROTHERTO	$	11.36
MIGUEL ANGEL CORTES	$	11.14
SERINA SANTILLANES	$	9.90
SARAH BETH VANDERVEE	$	9.90
KAYLA BETH VANDERVEE	$	9.90
TOBY FLOYD FRAZIER	$	8.81
JOSHUA ALDEN LONG	$	7.76
LILLIAN RENATA PEREZ	$	7.56
UNITED PARCEL SERVIC	$	4.40
Grand Total	**$**	**24,624,710.45**

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	02/11/2025
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	2026 Budget Calendar

Suggested Motion:

To approve and forward to the Board of Commissioners the 2026 Budget Calendar.

Summary of Request:

Annually, the Board is presented a budget calendar for consideration. The calendar is intended to outline key dates to provide guidance and structure to the process for all stakeholders.

Financial Information:

Total Cost:	$0.00	General Fund Cost:	$0.00	Included in Budget:	☐ Yes	☐ No	☑ N/A

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:

County of Ottawa
Budget Calendar
Fiscal Year 2026

February 11	Budget Calendar presented to the Finance Committee and forwarded to the Board of Commissioners
February 25	Budget Calendar presented to the Board of Commissioners for approval
March	Departments/Elected Officials submit capital project requests to update the five-year capital improvement plan
April/May	Operational budget kick-off with training. Department/Elected Officials request 2026 operating budgets
May	Departments/Agencies finalize 2026 Operating Budget Requests & 2026 New Personnel Request due
June/July	Fiscal Services and Administration review budget and prepare recommendation for Board of Commissioners
July 23	Parks and Recreation Board reviews and adopts the 2026 Parks Budget
July 25	Community Mental Health Board holds the Public Hearing and adopts the 2026 Community Mental Health Budget
August 5	Special Board meeting to present the Administrator's recommended Capital Improvement Plan (CIP) and Operating budget. Board sets Public Hearing date for 2026 Budget Resolution
August 5-19	Board of Commissioner's CIP and Operating Budget Work Sessions, if needed
August 26	Board of Commissioners approve the 2026 CIP
September 2	Special Board meeting for Public Hearing
September 9	Finance Committee Meeting to approve and forward the 2026 Budget Resolution to the Board
September 23	Board of Commissioners adopts the 2026 Budget Resolution
October 1	Start of Fiscal Year

The budget will be developed in accordance with the Countywide Strategic Plan

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	02/11/2025
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Quarterly Financial Status Report

Suggested Motion:

To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher level summary for the Special Revenue Funds, through the end of the 1st quarter of Fiscal Year 2025.

Summary of Request:

The reports are distributed in department level detail for the year to date revenue and expenditure budgets and actual activity. The activity is summarized at the end of each report to reflect the total revenues, total expenditures, and fund balance.

Financial Information:

Total Cost: $0.00	General Fund Cost: $0.00	Included in Budget:	☐ Yes	☐ No	☑ N/A

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:

Karen Karasinski
Fiscal Services Director

Myra Ocasio
Fiscal Services Assistant Director

Fiscal Services Department
12220 Fillmore Street
West Olive, MI 49460

West Olive (616) 738-4847
Fax (616) 738-4098
e-mail: kkarasinski@miottawa.org
mocasio@miottawa.org

TO: Finance and Administration Committee

FROM: Karen Karasinski, Fiscal Services Director

SUBJECT: Quarterly Financial Status Report

DATE: February 11, 2025

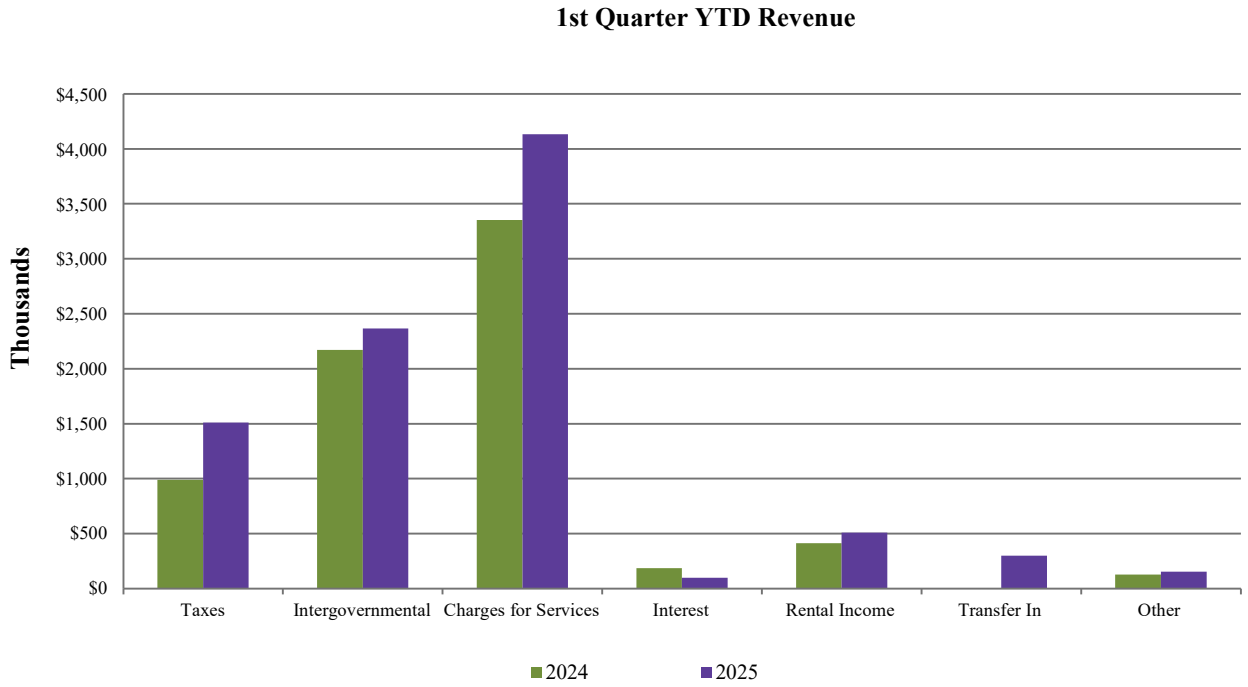
The first quarter of Fiscal Year 2025 financial statements for the General Fund and Mental Health Fund as well as a summary for the Special Revenue funds are presented for your review. The attached schedules provide a budget to actual comparison for these funds. This memorandum is an overview intended to highlight significant trends and activities as well as provide an opportunity to discuss variances and/or events outside of the normal course of business.

WATCHLIST ITEMS

- **Health Insurance Rates**: The Adopted Budget utilized an estimated 3% increase in health insurance costs. Further analysis will be needed to assess the effects of new health insurance rates following this benefit year's open enrollment.
- **Federal Grants**: On January 27, the Office of Management and Budget issued a pause to the disbursements of federal grants, which potentially affects a large portion of the County's federal funds. As of February 3, a federal judge has issued a temporary restraining order compelling the federal government to continue making disbursements to all federal grant recipients. The consideration for federal grant budget does not include Medicaid funding in CMH or Public Health
    - Federal Grants FY24 Actual: $15,688,962
    - Federal Grants FY25 Budget: $25,267,396
- **County Court Funding Project**: In December, the Michigan Supreme Court officially launched the data-gathering phase of the Alternative Funding for Trial Courts under the Michigan Judicial Council (MJC). This is a statewide Initiative aimed at addressing long-standing challenges in the way Michigan's trial courts are funded. These efforts build on the recommendations of the Trial Court Funding Commission and align with the mandates of Public Act 47, which seeks to create a more equitable, sustainable, and transparent funding model for Michigan's trial courts (for more information visit MJC's Trial Court Funding webpage). Circuit Court, Probate Court, District Court, County Clerk and Register of Deeds, and Fiscal Services all worked together to gather and submit the requested data by January 17, 2025.

General Fund
1st Quarter 2025, Period Ending December 31, 2024

REVENUE



- The tax revenue for the pass-through levy for the Road Commission and Central Dispatch are billed in December, and generally received in December, January, and February. Property Taxes for County operating purposes are billed and generally received in July, August, and September. As of December 31st, the current trend is consistent with what we expect. The total amount received, as compared to budget, is consistent with the same quarter last fiscal year.

- Interest revenue for the General Fund consists of interest earned on invested funds, as well as bank interest on all cash held, recorded quarterly by the Treasurer. At the time of this report, bank interest was not recorded.

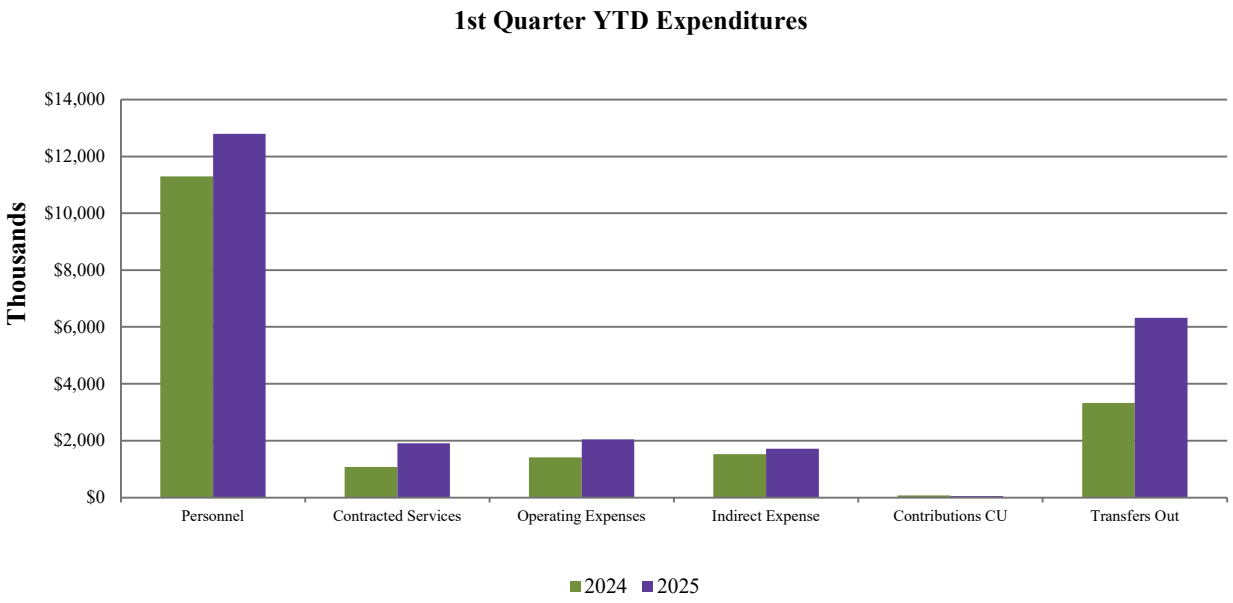
- Intergovernmental revenue is primarily comprised of the state share revenue and grant revenue. The County received an increase in the State Share revenue grant in FY25. The amount received to date aligns with anticipated revenue in the FY25 adopted budget.

- Charges for Services are primarily comprised of Indirect Administrative Services, Real Estate Transfer Tax and Miscellaneous Court Costs as well as Civil Infractions. The Indirect Administrative Services is an allocation of the central service departments expenses to all the internal departments of the county that are serviced.

- Rental Income represents the amounts charged to departments and agencies for the use of the facilities.

- Transfer In represents funds transferred to the General Fund from other funds.

EXPENDITURE



- Personnel make up roughly half of the General Fund appropriations.

- The significant increase in Transfers Out is due to the timing of the debt service transfers. We have aligned the transfer of money to the debt service funds in order to support the payments scheduled in the first quarter of each fiscal year. This is a different process than in prior years.

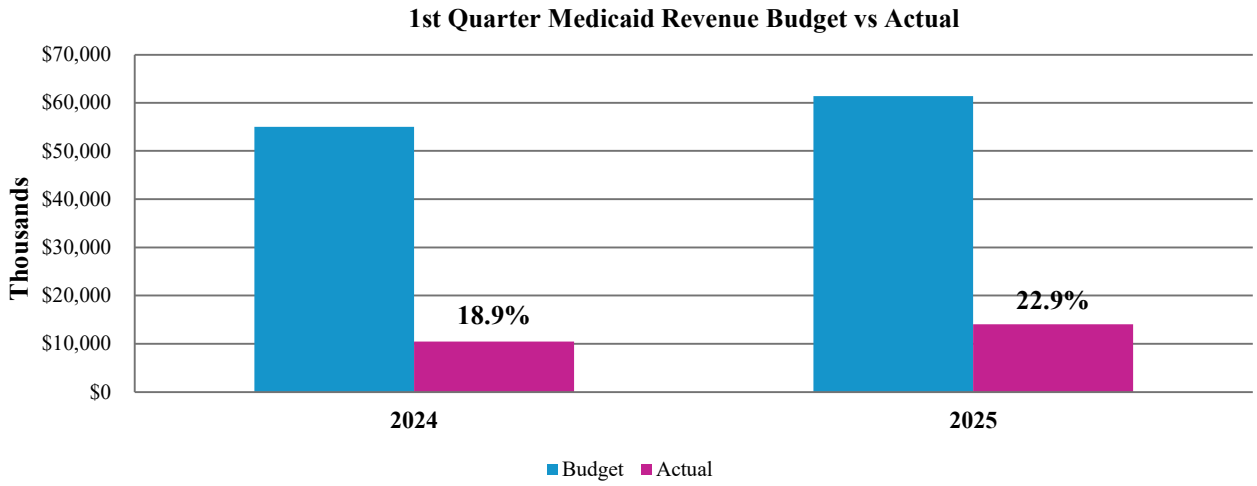
- On the supplemental General Fund interim statement, several departments currently show actual expenses greater than 25% of the budget. These include costs related to prepayments, severance payouts, and transfers to other funds (as discussed above)

- Taking the above notes into consideration, Q1 expenses are trending as expected

Mental Health Fund

1st Quarter 2025, Period Ending December 31, 2024

REVENUE



- Each budget year, Medicaid revenue is adopted based on the Lakeshore Regional Entity's (LRE) determination of eligibility in the county based on a per-member per-month allocation

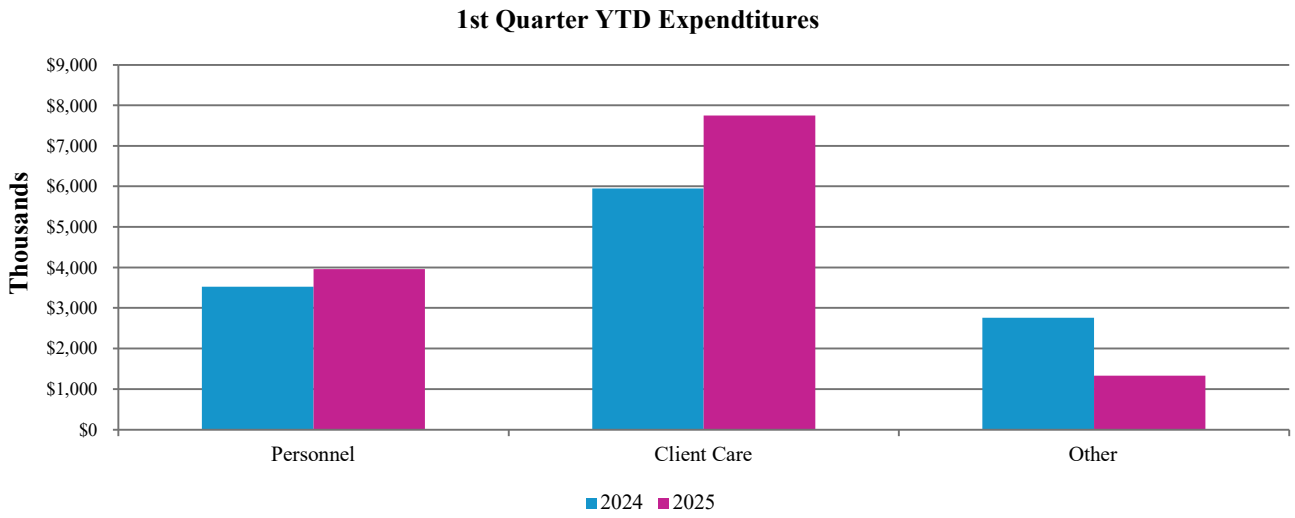
- Medicaid is typically disbursed twice monthly in the form of a prepayment amount up front and then a final payment for the month which trues up the revenue based on actual eligibility in the given period

- As of May 2024, Medicaid redetermination was reinstituted after a pause during the COVID-19 era. This resulted in an eligibility cliff due to a buildup of recipients no longer eligible for Medicaid coverage

- Per the LRE November Spending Plan, the Board approved a budget amendment in January to reduce anticipated Medicaid revenue by $3.6 million due to several factors including eligibility and funding availability (not reflected in Q1 Budget in this report)

- As the LRE adjusts funding levels on a monthly basis, CMH tracks these amounts programmatically, but only requests an amendment to the budget when needed for significant budgetary changes

EXPENDITURES



- Personnel expenditure shows an increase from 2024 to 2025 due to anticipated salary and benefit increases. Currently, the CMH Director has implemented a hiring freeze, and each position is evaluated by the Director prior to posting. A significant portion of personnel provide direct care services.

- The increase in Client Care expenses over last year is due to both increased rates and client utilization of higher cost services such as 1-to-1 staffing authorizations, specialized residential placements, inpatient hospitalizations, and autism behavioral services.

- First quarter of year always tend to be a “light” financial report due to service delivery and billing schedules. Based on an historical monthly weighted average of 19.30% and actuals for the quarter show the fund at 20.23%. Although early in the year, the difference of 0.93% for the quarter is approximately $600,000 over budget. We will continue to work with CMH leadership as the current spending trajectory annualized equates to $2,400,000 over current appropriations.

GENERAL FUND (101) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

Fiscal Year 2025, 1st Quarter ending December 31, 2024

(with comparative actual amounts for Fiscal Year 2024, 1st Quarter ending December 31, 2023)

	2025					2024	
	Original Budget	Amended Budget	Actual 12/31/2024	% Difference from budget	Difference from budget	Actual 12/31/2023	Actual Unaudited
Revenues:							
Taxes	$76,270,815	$76,270,815	$1,509,332	2.0%	($74,761,483)	$990,518	$71,032,518
Intergovernmental	14,880,623	14,841,831	2,367,471	16.0%	(12,474,360)	2,172,228	$14,150,869
Charges for services	17,469,578	17,503,078	4,134,201	23.6%	(13,368,877)	3,351,898	$14,382,560
Fines and forfeits	109,975	109,975	10,010	9.1%	(99,965)	24,822	$89,866
Interest on investments	1,789,392	1,789,392	99,133	5.5%	(1,690,259)	185,813	$2,854,223
Licenses and permits	363,250	363,250	67,809	18.7%	(295,441)	64,359	$306,472
Rental income	2,969,956	2,969,956	509,897	17.2%	(2,460,059)	414,283	$2,450,849
Other Revenue	694,774	694,774	155,181	22.3%	(539,593)	126,955	$1,068,983
Transfers In	4,878,574	6,463,931	300,000	4.6%	(6,163,931)	-	$7,680,554
Total revenues	$119,426,937	$121,007,002	$9,153,032	7.6%	($111,853,970)	$7,330,876	$114,016,895
Expenditures by Department:							
Board of Commissioners	$790,055	$1,358,269	$157,128	11.6%	$1,201,141	$162,889	$735,985
Circuit Court	5,455,426	5,455,426	1,200,076	22.0%	4,255,350	1,157,583	5,096,421
Clerk/Register of Deeds	4,105,616	4,128,669	957,553	23.2%	3,171,116	734,360	4,140,118
Community Action Agency	32,500	32,500	0	0.0%	32,500	0	32,500
Corporate Counsel	575,405	575,405	358,056	62.2%	217,349	78,679	569,799
County Administrator	1,114,680	1,114,680	460,140	41.3%	654,540	201,102	965,153
Department of Strategic Impact	2,370,282	2,370,282	407,764	17.2%	1,962,518	411,299	1,729,259
District Court	9,452,931	9,434,746	2,047,899	21.7%	7,386,847	1,890,627	8,531,753
Diversity Equity and Inclusion	0	0	0		0	0	0
Equalization	2,500,653	2,530,967	531,161	21.0%	1,999,806	404,267	1,943,285
Facilities	7,659,841	7,689,841	1,183,150	15.4%	6,506,691	937,646	6,498,304
Fiscal Services	3,084,818	3,084,818	601,055	19.5%	2,483,763	422,667	2,573,590
Human Resources	1,922,823	1,922,823	357,581	18.6%	1,565,242	318,716	1,461,045
Innovation and Technology	681,634	681,634	192,510	28.2%	489,124	129,361	642,657
MSU Extension	436,942	436,942	35,180	8.1%	401,762	33,604	415,443
Non Departmental (Transfers, Insurance)	20,589,253	21,059,253	6,383,016	30.3%	14,676,237	3,327,300	14,791,683
Probate Court	1,217,256	1,217,256	241,612	19.8%	975,644	221,260	1,083,552
Prosecutor	6,368,515	6,368,515	1,397,400	21.9%	4,971,115	1,232,920	5,584,294
Public Defender	4,740	4,740	3,515	74.1%	1,225	990	3,430
Public Health	643,076	643,076	108,630	16.9%	534,446	107,808	562,475
Sheriff	34,565,813	34,567,753	7,499,014	21.7%	27,068,739	6,359,278	30,093,213
State Extension	153,698	153,698	35,957	23.4%	117,741	32,117	134,942
Treasurer	15,838,166	15,842,240	245,582	1.6%	15,596,658	274,547	14,845,282
Veteran Services	476,704	480,704	76,537	15.9%	404,167	8,869	279,081
Water Resources	1,633,097	1,633,097	343,648	21.0%	1,289,449	268,932	1,621,846
Total General Fund Expenditures	$121,673,924	$122,787,334	$24,824,164	20.2%	$97,963,171	$18,716,822	$104,335,110
Net change in fund balance	(2,246,987)	(1,780,332)	(15,671,131)		(13,890,799)	(11,385,946)	9,681,785
Fund balance, beginning of year	36,517,489	36,517,489	36,517,489		0	26,835,704	26,835,704
Fund balance, end of year	$34,270,502	$34,737,157	$20,846,358		($13,890,799)	$15,449,758	$36,517,489

MENTAL HEALTH (222) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

Fiscal Year 2025, 1st Quarter ending December 31, 2024

(with comparative actual amounts for Fiscal Year 2024, 1st Quarter ending December 31, 2023)

	2025					2024	
	Original Budget	Amended Budget	Actual 12/31/2024	Actual as a % of Budget	Difference from budget	Actual 12/31/2023	Actual Unaudited
Revenues:							
Intergovernmental	$66,491,398	$66,492,436	$15,017,669	22.6%	($51,474,767)	$11,613,081	$62,837,269
Charges for services	66,000	66,000	3,358	5.1%	(62,642)	3,541	$39,349
Interest on investments	175,691	175,691	(19,994)	-11.4%	(195,685)	27,504	$41,351
Rental income	5,460	5,460	1,062	0.0%	(4,398)	910	$5,688
Other Revenue	7,000	7,000	250	3.6%	(6,750)	2,711	$50,589
Transfers In	533,581	533,581	115,542	21.7%	(418,039)	117,480	$469,919
Total revenues	$67,279,130	$67,280,168	$15,117,887	22.5%	($52,162,281)	$11,765,227	$63,444,164
Expenditures:							
Salaries	$12,553,104	$12,470,236	$2,482,155	19.9%	$9,988,081	$2,227,622	$10,382,537
Fringe Benefits	6,812,258	6,901,126	1,473,949	21.4%	5,427,177	1,295,411	$5,403,477
Supplies	303,426	286,366	27,010	9.4%	259,356	28,224	$194,355
Contracted Services	44,072,724	43,912,368	8,192,445	18.7%	35,719,923	8,118,304	$48,955,340
Operating Expenses	763,840	941,826	190,376	20.2%	751,450	157,637	$761,088
Maintenance & Repair	39,250	39,250	5,734	14.6%	33,516	4,575	$21,070
Utilities	176,662	171,130	37,227	21.8%	133,903	32,504	$144,161
Insurance	556,734	556,734	136,594	24.5%	420,140	(2,630)	$491,348
Indirect Expenses	2,001,132	2,001,132	482,517	24.1%	1,518,615	365,246	$1,460,982
Capital Outlay	-	-	-	N/A	0	-	$0
Transfers Out	-	-	-			-	-
Total Expenditures	$67,279,130	$67,280,168	$13,028,007	19.4%	$54,252,161	$12,226,894	$67,814,358
Net change in fund balance	0	0	2,089,880		2,089,880	(461,667)	*(4,370,194)
Fund balance, beginning of year	(4,103,718)	(4,103,718)	(4,103,718)		-	266,476	266,476
Fund balance, end of year	($4,103,718)	($4,103,718)	($2,013,837)		$2,089,880	($195,191)	($4,103,718)

*This does not include an outstanding Medicaid receivable

COUNTY OF OTTAWA
Fiscal Year 2025, 1st Quarter Ended December 31, 2024

Special Revenue Funds	Original Revenue Budget	Adjusted Revenue Budget	Revenue Actual	% of budget	Original Expenditure Budget	Adjusted Expenditure Budget	Expenditure Actual	% of budget	Budgeted Fund Balance Gain (Use)	Current Fund Balance Gain (Use)
American Rescue Plan Act	-	1,875,000	1,875,000	100%	-	1,875,000	1,875,000	100%	-	-
Child Care	9,677,299	9,677,299	1,091,207	11.3%	9,677,299	9,677,299	2,053,646	21%	-	(962,439)
Concealed Pistol License	180,104	180,104	48,684	27%	114,489	114,489	9,372	8%	65,615	39,312
Crime Victim Assistance Fund	23,511	23,511	23,103	98%	15,156	15,156	38	0%	8,355	23,065
Department of Health & Human Services	61,640	61,640	15,410	25%	61,640	61,640	14,958	24%	-	452
Early Voting	184,247	184,247	114,937	62%	175,058	294,671	115,028	39%	(110,424)	(91)
Farmland Preservation	1,977,953	2,474,693	325	0%	1,975,886	2,472,626	27	0%	2,067	298
Federal Forfeiture	270	270	87	0%	-	-	-	#DIV/0!	270	87
Friend of the Court	7,106,448	7,116,448	769,681	11%	7,106,448	7,116,448	1,613,891	23%	-	(844,210)
General Fund Board Initiatives	-	-	-	0%	-	6,294,541	102,660	2%	(6,294,541)	(102,660)
General Fund Cell Towers	269,663	273,663	70,155	26%	381,131	400,131	20,928	5%	(126,468)	49,227
General Fund DB/DC	5,055,725	5,055,725	-	0%	3,989,104	3,989,104	-	0%	1,066,621	-
General Fund Infrastructure	21,769	21,769	5,041	23%	125,000	125,000	125,000	100%	(103,231)	(119,959)
General Fund Solid Waste Clean-Up	70,329	70,329	13,149	19%	667,150	667,150	86,435	13%	(596,821)	(73,286)
General Fund Stabilization	-	-	-		-	-	-	-	-	-
Homestead Property Tax	9,720	9,720	1,170	12%	3,120	3,120	-	0%	6,600	1,170
Landfill Tipping Fees	1,283,547	1,283,547	245,205	19%	1,515,102	1,515,102	110,468	7%	(231,555)	134,737
Mental Health Millage & Grants	8,204,107	8,266,585	815,064	10%	9,468,432	9,530,910	2,742,981	29%	(1,264,325)	(1,927,916)
Opioid Settlement	171,990	171,990	11,530	7%	223,980	223,980	3,696	2%	(51,990)	7,834
Other Governmental Grants	5,748,391	5,822,569	126,110	2%	5,748,391	5,822,569	693,791	12%	-	(567,681)
Parks & Recreation	7,602,848	7,602,848	633,175	8%	7,308,897	7,304,823	1,149,824	16%	298,025	(516,649)
Public Defender's Fund	6,572,254	6,572,254	1,932,055	29%	6,572,254	6,572,254	1,078,792	16%	-	853,263
Public Health	15,460,170	15,470,948	2,697,706	17%	15,792,024	15,802,802	3,467,257	22%	(331,854)	(769,552)
Register of Deeds Technology	172,915	172,915	52,069	30%	286,472	286,472	94,415	33%	(113,557)	(42,346)
Sheriffs Contracts	11,993,053	12,001,553	2,982,057	25%	11,619,439	11,627,939	2,536,117	22%	373,614	445,939
Debt Service Funds	6,307,495	6,307,495	5,310,004	84%	6,307,495	6,307,495	4,402,225	70%	-	907,779
Capital Projects Funds	5,018,212	31,307,002	509,559	2%	5,776,633	46,736,327	2,483,627	5%	(15,429,325)	(1,974,068)
Building Authority Capital Projects	-	2,000,000	14,960	1%	-	2,486,680	221,988	0%	(486,680)	(207,028)

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	02/11/2025
Requesting Department:	Clerk/Register of Deeds
Submitted By:	Justin Roebuck
Agenda Item:	Laredo Remote Access new fee structure

Suggested Motion:

To approve and forward to the Board of Commissioner the new fee structure for Laredo Remote Access, which is the online subscription searching system for the Register of Deeds office.

Summary of Request:

Please see the attached summary.

Financial Information:

Total Cost:	General Fund Cost:	Included in Budget:	☐ Yes	☐ No	☑ N/A
$0.00	$0.00				

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Administration: ☑ Recommended ☐ Not Recommended ☑ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

LAREDO REMOTE ACCESS

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access.

Ottawa County has partnered with Fidlar Technologies and used Laredo since 2009. We have kept the same fee structure in place since inception. The current fee structure is as follows:

Per Minute Plan	County Charge to Subscriber	Overage Charge
0-250	$50/month	$.20/minute over 250
251-1000	$100/month	$.15/minute over 1000
1001-3000	$200/month	$.12/minute over 3000
Unlimited	$250/month	N/A

We currently have 44 subscribers to Laredo. Most users are on the $50 plan. All money collected from Laredo goes into the general fund.

To offset the rising costs that our office has seen over the years, we are proposing the following price adjustments:

Per Minute Plan	County Charge to Subscriber	Overage Charge
0-250	$100/month	$.20 per minute
251-1000	$150/month	$.20 per minute
1001-2000	$200/month	$.20 per minute
2001-3000	$250/month	$.20 per minute

As reflected above, we are suggesting an additional tier in the middle and the elimination of the unlimited plan.

Background:
After researching the users of the unlimited plan, we are seeing larger national companies taking advantage of this lower rate, and using the data collected from our office for their own gain in "re-selling" data to others. This negatively impacts not only general fund revenue, but also county residents and taxpayers, as they ultimately bear the cost of the requirements to permanently store our property records. The lower tier plan subscribers are predominately made up of local title companies who are serving our constituents. The step of eliminating our unlimited plan largely does not affect the local companies, who are already within the lower tiers of per minute usage. Larger companies searching thousands of documents at a time would be required to pay the same rates as local companies under this structure.

Action Request

Electronic Submission – Contract # 2540

Ottawa County
Where Freedom Rings

Committee: FINANCE AND ADMINISTRATION

Meeting Date: 2/11/2025

Vendor/3rd Party: KARPEL SOLUTIONS/PROSECUTING ATTORNEY'S ASSOCIATION OF MI

Requesting Department: PROSECUTING ATTORNEY

Submitted By: ELIZABETH KUECHENMEISTER

Agenda Item: PROSECUTOR'S OFFICE CASE MANAGEMENT SYSTEM REPLACEMENT

Suggested Motion:

To approve and authorize the Board Chairperson/Clerk to sign an agreement with Karpel Solutions and the Prosecuting Attorneys Association of Michigan for the Prosecutor's Office to implement a new case management system, Prosecutor by Karpel, to replace the current systems of Adult Case Tracking (ACT), Juvenile Case Tracking (JCT), AS400 and some functions in OnBase.

Summary of Request:

The Prosecutor's Office is currently using ACT/JCT a primarily statewide system managed and supported by the Prosecuting Attorney's Association of Michigan (PAAM), AS400 and OnBase to manage cases. Currently, the Prosecutor's Office is the last remaining department using AS400 which the county plans to phase out with the transition to a new case management system for the Prosecutor's Office. Over the last few years, the Prosecutor's office participated in the RFP process with other departments within the county including the courts and Sheriff's Department to select a case management system to replace the AS400. Since the Prosecutor's Office uses both AS400 and ACT/JCT to primarily process cases, we began the search in hopes to replace both systems, streamlining processes and creating more efficiency. At the end of this search, Prosecutor by Karpel was determined to be the best solution which the Prosecutor's Office previously presented to the Board of Commissioners and and was approved approximately $400,000 to implement Prosecutor by Karpel.

Shortly after this approval, PAAM went through a selection process and has also chosen to replace their statewide system with Prosecutor by Karpel as the ACT/JCT system is aging and needs replacement as well which will no longer be in service after December 2026. This delayed the purchase of the case management for Ottawa County as PAAM had indicated they would assist with implementation costs for counties who chose the system they selected using grant money through they obtained state. They contracted with Karpel Solutions to assist counties with implementation costs associated with the new case management solution. The contract we are requesting be approved has PAAM covering the cost of implementation costs totaling three years of annual support service fees and includes the software for 40 users, external agency portal, data conversion, document templates, training, and integrations with LEIN, VINE and MSP Lab. The Prosecutor's Office has chosen to add the additional optional integration with JIS, the court's case management system which has a one-time cost and annual support fees which are not covered by PAAM and we are asking for the county to allow us to use the previously approved CIP funding for these expenses. Additionally, following the three years of support services covered by PAAM, the Prosecutor's Office will assume those costs. PAAM has also contracted that the support fees will not increase prior to 2029. Below is a breakdown of the costs associated with this project.

Implementation Costs - $176,700 (covered by PAAM)
Annual Support Fees - $35,000 (covered by PAAM for three years, then assumed by the Prosecutor's Office after that period)
Additional Integration with JIS - $10,000 (one-time costs paid by the Prosecutor's Office)
JIS Integration Annual Support Fees - $2,000 (paid by Prosecutor's Office)

Financial Information:

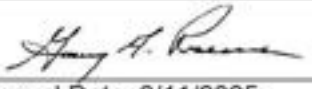
Total Cost: $297,700.00	General Fund Cost: $0.00	Included in Budget: Yes

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

Administration:
Recommended by County Administrator:  *2/7/2025 9:31:04 AM*

Committee/Governing/Advisory Board Approval Date: 2/11/2025

KARPEL SOLUTIONS

9717 Landmark Parkway Dr. • Suite 200 • St. Louis, MO 63127 • 314-892-6300 •

PROSECUTING ATTORNEYS ASSOCIATION OF MICHIGAN

&

Ottawa County Prosecutor's Office

CONTRACT FOR

PROSECUTOR by KARPEL

PROSECUTORbyKarpel®

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    15.1 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN 28

This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions"), and the Prosecuting Attorneys Association of Michigan, a Michigan nonprofit corporation, (hereinafter referred to as "PAAM"), and Ottawa County (hereinafter referred to as "Client") is for the purposes of reviewing this proposal and to enter into this contract including the Master Terms and Conditions set forth below wherein Karpel Solutions agrees to sell licenses for its copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as "PbK").

1. DEFINITIONS

1. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software Program(s) and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.

2. "Client Content" means all data, information, documents, and files Client uploads or inputs into the Software Program(s), including, without limitation, Personally Identifiable Information.

3. "Enhancements" means any specific configurations or customizations to the Software Program(s), which Client may request, and Karpel Solutions agrees in writing to provide.

4. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of the Software Program(s) provided by Karpel Solutions whether supplied in paper or electronic form.

5. "Intellectual Property" (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.

6. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.

7. "Personally Identifiable Information" (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of the Software Program(s). Personally Identifiable Information shall be considered Confidential Information.

8. "Software Program(s)" means the PROSECUTORbyKarpel® and/or DEFENDERbyKarpel® case management systems and/or the HOSTEDbyKarpel® system, as the case may be, and specifically Client's licensed copies of the Software Program(s).

9. "Services" means the services provided by Karpel Solutions in connection with the Software Program(s).

10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.

11. "Software" means Client's licensed copies of the Software Program(s), and includes any and all updates, enhancements, underlying technology or content, interfaces, other Enhancements and any Documentation as may be provided Client by Karpel Solutions.

2. SOFTWARE LICENSING & BILLING

2.1 INITIAL SOFTWARE LICENSING

Karpel Solutions has granted PAAM the sole ability to provide perpetual software licenses for PbK within the State of Michigan. PAAM shall only provide said licenses to the individual Counties of Michigan and/or any State of Michigan Agencies who are or may become members of the Prosecuting Attorneys Association of Michigan Case Management Project (hereinafter referred to as "PAAMCMP").

Karpel Solutions shall extend the rights of the software license to allow for a Karpel hosted test environment for the purpose of testing the compatibility of the software with any upgraded or new software, which interfaces with the software, or testing a new version or release of the software with existing software. The test environment may or may not be executed on the same hardware as the production system. This copy of the software shall not be used for production purposes. PAAM and Client users shall be authorized to use the Karpel hosted test environment at no additional cost.

2.2 BILLING

PAAM has agreed to be the central billing entity until September 30, 2026. After that date each client will be billed individually. Each Client will complete a request for installation form that will be provided to Karpel Solutions. The full scope of work, first year costs and maintenance costs will be included within this form. Each Client that completes and signs this form will be added to the main contract as an addendum to track total licenses installed.

PAAM reserves the right to make contract/addendum payments to Karpel Solutions through electronic funds transfer (EFT) or by check. Payments shall be made in arrears of receiving product/services except for software maintenance/support payments and subscriptions which may be paid at the start of each yearly maintenance renewal period.

The Maintenance/Support Fee may be adjusted annually by up to a maximum of four percent (4%) by mutual agreement of both Karpel Solutions and PAAM no earlier than December 31, 2028. Karpel Solutions shall provide PAAM and Clients advance notice one (1) year prior to any and all fee increase.

3. OTHER INFORMATION

Any additional work requirements outside the scope of this proposal will be presented in the form of a change order and must be approved and paid for by the associated Client prior to start of such work. No additional charges will be paid by PAAM without prior written approval from PAAM.

4. GENERAL CLIENT RESPONSIBILITIES

In order for each Client installation to be completed on time and on budget, PAAM shall inform the Client of the following minimum requirements:

1. Completion of the Client Agreement Form (Appendix A) and Statewide MOU (Appendix B – Optional)
2. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
3. Access to systems and equipment as required by Karpel Solutions including:

a. The Software Program(s) application access using Karpel Solutions laptops and Client's network for training and application testing.
b. Installation of the Karpel Solutions remote support tool on all desktops accessing the Software Program(s) applications. Failure of Client to provide access to enable support tool constitutes a material breach of this Agreement and may result in termination of this agreement.
c. Physical or remote access to all of Client's applicable workstations so that Karpel Solutions can visually verify and test setup of each workstation prior to mock go live.

4. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into the Software Program(s).
   a. ACT/JCT data (*i.e.,* from Client's current ACT/JCT system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days before the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed in writing otherwise. ACT/JCT data that is provided by Client for data conversion from the legacy system into the Software Program(s) will be destroyed 30 days after Client's Go Live date. As the originator of the legacy data, it will be Client's responsibility to retain ACT/JCT data more than 30 days after Go Live if so desired by Client.

   b. Document templates and a signed Document Template Formatting Agreement must be provided to Karpel Solutions as soon as possible but no later than 90 days before the above go live date. Only PAAM approved document templates may be used. Document templates provided after this date will not be converted unless mutually agreed in writing by Karpel Solutions and the Client. Client will be responsible for any additional document template costs.
5. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
   a. Appointed decision maker must be present during the following activities:
      i. Project kickoff
      ii. Establishment of timeline
      iii. Workflow meetings
      iv. Interface definition meetings and signoff
      v. Document template review and signoff
      vi. Data conversion review and signoff

6. Sufficient time for all data conversion reviews, if applicable, will include a minimum of:
   a. Verification and review of ten (10) cases per year for each Client department of any ACT/JCT system(s) data during each review.

   b. Client is responsible for validating their data and code table set up during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible, and an additional fee may be required for the work required to fix the issue. The Client is responsible for any such fees.

7. PASSWORD PROTECTION AND USER REQUIREMENTS. Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Cost Sheet may access the Software Program(s). Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

8. RESTRICTIONS ON USE. Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code, algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

9. SUSPENSION OF ACCESS. Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. INVESTMENT SUMMARY AND PAYMENT TERMS

Karpel Solutions will perform work according to all descriptions, scopes, and specifications described within each Client Agreement Form, in consideration for payment as set forth below,

Payment schedule to be 50% of Software User Licenses due upon signed Client Agreement Form and the remaining cost due upon completion of implementation and training of each Client.

5.1 PRICING TABLES

Description	Unit of Measure	Firm, Fixed Unit Price
New PbK license	Per User (one-time)	$2,025 (10% discount applied)
PbK Hosting	Per user per year	$100
PbK annual maintenance and support	Per user per year	$450
Annual eDiscovery Service	Per User	$125
Hosting storage for files (first 2 terabytes (TB) included at no charge for each client installation, cannot be combined with another client installation.	2TB	$0

External Agency Portal	*Number of users in Client*	*Initial Fee*	*Maintenance*
	1-25 users	$10,000	$2,000
	26-50 users	$20,000	$4,000
	51-100 users	$30,000	$6,000

	100+ users	$50,000	$10,000
Software installation and configuration per workstation.	Per Workstation Rate		$50
Database installation and configuration	Price per Client		$1,000
ACT/JCT Data Conversion Fee Schedule	1-5 Users		$5,000
	6-10 Users		$9,000
	11-25 Users		$12,500
	26-50 Users		$30,000
	51-100 Users		$60,000
	101-200 Users		$120,000
On-Site Meetings and software end-user training. Fee includes travel expense	Per Day / Per Trainer		$1,600
Remote Meetings and software end-user training for offices with less than 10 users.	Per Day / Per Trainer		$1,200
Hourly rate for personnel	Per Hour / Per Trainer		$150.00
Standard Available Interfaces (VINE & LEIN)	One-time fee per interface		$5,000
Michigan State Police Crime Labe Interface	One-time fee per interface		$10,000
Annual Standard Interface Maintenance & Support (VINE and LEIN)	Per interface / per year		$1,000
Annual Standard Interface Maintenance & Support Michigan State Police Crime Lab	Per Year		$2,000
Extraction of data (In event of Client termination)	One-time		$1,000 (Paid by Client, not PAAM)
Statewide Data Sharing (required MOU signature)	No charge		$0.00
Victim Portal	No charge		$0.00

1. Interfaces must conform to the appropriate Software Program(s) Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate IEPD (i.e., require a new schema to be designed or database modification) will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.

2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase two (2).

PLEASE NOTE: There may be additional costs from the other vendor(s), which ARE not included within THE ABOVE PRICING FOR this contract, AND WHICH WILL BE BILLED SEPARATELY by the Other Vendor(s). CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.

4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.

5. Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other Clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Cost Sheet will no longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions. No Client changes to project scope/timeline may be made without prior approval by PAAM. PAAM reserves the right to deny requests for changes to the project scope and timeline that would increase the cost or change the timeline of the project.

6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.

7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Cost Sheet. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same. Such additional charges will not be paid by PAAM.

8. Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To enroll in and activate this additional service, the *Memorandum Of Understanding* at *Appendix A* must be separately signed by Client.

9. Client agrees to pay Karpel Solutions for any materials purchased for Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation. PAAM will not pay for such costs.

10. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.

11. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of $1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

12. Annual fees for the Agreement will begin upon Client's go-live month and will be due and payable on the first of the month each year thereafter, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.

13. TERM. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least one hundred eighty (180) days' notice of any pricing change prior to the renewal date.

14. SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

15. INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client' discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the terms of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g., software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

6.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the* <u>average problem resolution response time</u> *as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

<u>Severity Level 1</u> shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

<u>Severity Level 2</u> shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

<u>Severity Level 3</u> shall be defined as a minor problem that exists with the Software Program(s), but the majority of the functions are still usable, and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

<u>General Assistance</u>: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular, and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure government cloud policies and CJIS certification policies and procedures to protect the integrity and security of the Software Program(s).

Karpel Solutions provides services for the administration of criminal justice through software for prosecutors to manage and track criminal cases. Accordingly, Karpel Solutions agrees to comply with CJIS Policy 5.1.1.5(1) and all CJIS requirements applicable to private contractors including those specifically required by the CJIS Security Addendum (Appendix C) to this contract, which is incorporated by reference and made part of this contract.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an Internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title, and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

8. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.

2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

   Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records, or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

   In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.

4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee, or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.

5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. Karpel Solutions grants employees of the PAAM and Prosecuting Attorneys Coordinating Council (PACC) access and use of its software for purposes of producing, updating, and maintaining criminal charging language used in the production of charging documents. PAAM and PACC retain all rights to such language. Karpel Solutions may not use language created for this purpose without express written permission from PAAM and PACC.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

   Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions, or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.

4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that

authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.

5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.

6. EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).**

11. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for an additional 60 days, if the Client and Karpel agree, so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Cost Sheet due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

12. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising, and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising

out of disclosure of Personally Identifiable Information caused in whole or in part by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client hereunder.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution, or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

13. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeff Karpel
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

ACCEPTANCE TERM. The proposal attached to this Agreement is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security, and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations. If Client wants to opt out of being identified in promotional or marketing materials, they must notify Karpel Solutions in writing within 30 days of contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Prosecuting Attorneys Association of Michigan

Signature

Cheri Bruinsma
Printed Name

Executive Director, PAAM
Title

9/6/23
Date

Karpel Solutions

Signature

Jeffery L. Karpel
Printed Name

CEO
Title

9/6/23
Date

Mailing Contact:

Dianna Collins

Mailing Address:

116 W. Ottawa St

Lansing, MI 48933

Billing Contact:

Dianna Collins

Billing Address:

116 W. Ottawa St

Lansing, MI 48933

Initials CLB

Association Primary Contact:

Dianna Collins

Phone Number: (517) 334-6060, Ext. 502

Email Address: collinsd15@michigan.gov

14. Appendix A

14.1 Client Agreement Form

Addendum
To the Customer Agreement dated _____("Agreement")
by and between
Karpel Solutions and Prosecuting Attorneys Association of Michigan ("PAAM")

Contract No:	Agency: Michigan Ottawa County
PbK Installation with data conversion	Agency Address: 414 Washington Avenue, Room 120 Grand Haven MI 49417
State Agency: PAAM	Issue Date:
State Agency Address:	Request Date:
Ottawa County Main Contact: Elizabeth Kuechenmeister	Ottawa County Contact Phone: 616-846-8341
	Ottawa County Contact Email: ekuechenmeister@miottawa.org
Assigned Karpel Trainer/Project Manager:	
Assigned Karpel Contact Phone:	
Assigned Karpel Contact Email:	

PAAM Signature Authorization to Proceed:		Date:	
Ottawa County Authorization to Proceed:		Date:	
Karpel Signature Authorization to Proceed:		Date:	

Project Goal / Objectives:
Karpel Solutions is expected to provide a firm price for installation, training, and data conversion services (if applicable) and to provide said installation, training, and data conversion services to a standard satisfactory to PAAM and the Member County.

The following questions must be completed by the Agency:

Number of users:	40	
System Administrator Name:	Elizabeth Kuechenmeister	
System Administrator E-mail:	ekuechenmeister@miottawa.org	
System Administrator Phone:	616-846-8341	
Current Case Management System:	ACT/JCT / AS400 / OnBase	
Do you currently send / receive data from LE:	Yes	Via paper and electronically
If yes, provide name(s) of the case management / jail / booking software used? OnBase		
Does your office use a program for Restitution tracking / collection?	No. Done by the court.	
If yes, provide the name of the program.		
Does your office use program for tracking Bad Checks?	No. Done by the court.	
If yes, provide the name of the program.		
Does your office use program for tracking Civil?	Yes. For Abuse Neglect, PPO Violations, and Driver's License Restoration.	
If yes, provide the name of the program.	AS400, JIS, OnBase	
Does your office use program for tracking Diversion?	No. Done by the court.	
If yes, provide the name of the program.		
Does your office use program for tracking Juvenile?	Yes	
If yes, provide the name of the program.	JCT, AS400, JIS, OnBase	
What email system do you currently use? (Exchange/Gmail/365/?)	Outlook 365	
Do you have space large enough for training?	Yes	
Current Internet speeds:	UP: 1 Gigabit	DOWN: 1 Gigabit
Comments or other information:		
Project Assumptions: The following list of assumptions and provisions pertain exclusively to the associated for. The work Member County refers to the Client's office, and "Karpel Solutions" refers to Karpel Solutions.		

• Changes in assigned Karpel Solutions staff or material increasing in work effort resulting from Karpel Solutions actions will not result in additional fees being billed to the Member County or PAAM. • Karpel Solutions will notify the Member County and PAAM within 3 business days of any changes resulting in the delay of the implementation of the planned scheduled tasks. • The Member County will assign sufficient internal management and staff resources that will provide the necessary time to ensure completion of scheduled tasks as planned. This includes availability of staff to answer Karpel Solutions questions and review of deliverables for accuracy. • The Member County will notify Karpel Solutions within 3 business days of any changes to all applications, PC's necessary in the use and performance of their duties.	
Deliverables: PbK implementation and, if applicable, converted data.	Member County will test data for accuracy and provide Karpel Solutions with detailed results and authorization to proceed.
Project start date: According to Project Timeline Below	**Project end date: According to Project Timeline Below.**

PROSECUTORbyKarpel Implementation Timeline

Deadline	Tasks and deliverables	Days out
	Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan. **Assigned resources: Karpel Project Manager. Client Project Manager**	120
	Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites. **Assigned resources: Client Project Manager and IT personnel**	100
	Pre-implementation meeting with Client Project Manager and System Administrators. Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview. PbK pre-load configuration is explained, and initial document templates are received. Workflow pre-configuration is conducted. **Assigned resources: Karpel Project Manager. Client Project Manager and system administrators**	90
	Teleconference status meeting with Karpel and Client Project Manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement. **Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.**	80
	Teleconference status meeting with Karpel and Client Project Manager to review progress and answer 23dditional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date. **Assigned resources: Karpel Project Manager. Client Project Manager and system administrators**	60
	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser 23dditional23ty, document generation, Outlook Calendaring and email on each workstation. **Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.**	45
	Online document template conversion review- Client will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks. **Assigned resources: Karpel Project Manager and document conversion specialist. Client Project Manager and system administrators**	40
	The Client Project Manager will provide Karpel with the completed PbK Pre-Load Spreadsheet. **Assigned resources: Karpel Project Manager. Client Project Manager.**	35

	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. **Assigned resources: Karpel Project Manage. Client Project Manager and system administrators**	35
	Mock Go-live, System Administrator Training and Final system walkthrough – Karpel will train the System Administrators exactly as the staff will be trained upon go-live. This training includes completed document templates and workflow configuration. Application testing will begin. Client Project Manager will report all inaccuracies to Karpel. **Assigned Resources: Karpel Project Manager and assistant trainer. Client Project Manager and system administrators.**	30
	Teleconference status meeting with Karpel and Client Project Manager to review timeline to meet scheduled "go live" date. **Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.**	21
	Complete installation and testing of all workstations by Karpel Solutions or local IT support. **Assigned resources: Karpel Project Manager. Client Project manager and IT.**	14
	Final teleconference status meeting with Karpel and Client Project Manager to verify training area is prepared for scheduled training. **Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.**	7
	Training and go live. Karpel Trainers arrive at the training room. Final configuration of PbK is reviewed with all system administrators present. User training begins. Client begins using PbK in a live state.	**Go Live 07/21/ 2025**

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. The Project Scope/Timeline may be modified as mutually agreed upon by Client and Karpel Solutions. Changes to the Project Scope/Timeline after execution of this Agreement may result in an 24additional fee as set forth below. Client will be responsible for any additional fees. PAAM will not pay for these costs.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Scope/Timeline listed above into a format that can be utilized by the Software Program(s). However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files, or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Cost Sheet will no longer be applicable,

and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions. PAAM will not pay for any such expenses or costs. Any changes to Project Scope/Timeline that would impact implementation to other Clients must be approved by PAAM. PAAM reserves the right to deny any such request.

The following costs are invoiced directly to PAAM as referenced in Section 2.2:

Software Products/Licensing	Qty.	Price		Total
PROSECUTORbyKarpel	40	$2,250	($9,000)	$81,000
External Agency Portal	1	$20,000		$20,000
Total Software				**$101,000**

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	$1,000	$1,000
Data Preload	1	$5,000	$5,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	40	$50	$2,000
Total Installation Services			**$8,000**

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	12	$150	$1,800
Data Conversion: ACT/JCT	1	$25,000	$25,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	8	$150	$1,200
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	$2,500	$2,500
Total Professional Services			**$30,500**

Training Services	Qty.	Price		Total
On-Site Go-Live Training (days)	5	$3,200	2 resources	$16,000
Post Go-Live Support and Training (Remote, days)	1	$1,200	1 resource	$1,200
Total Training Services				**$17,200**

Customization Services	Qty.	Price	Total
Interface: LEIN	1	$5,000	$5,000
Interface: VINE	1	$5,000	$5,000
Interface: MSP Lab	1	$10,000	$10,000
Total Customization Services			**$20,000**

Estimated Travel Expenses	**$0**
Total One-Time Costs	**$176,700**

Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	40	$450	$18,000
External Agency Portal	1	$4,000	$4,000
Hosted Services (per user/year)	40	$100	$4,000
Unlimited eDiscovery	1	$5,000	$5,000
Interface: LEIN	1	$1,000	$1,000
Interface: VINE	1	$1,000	$1,000
Interface: MSP Lab	1	$2,000	$2,000
Total Annual Support Services			**$35,000**

Optional Items

Optional Items on the Optional Items Menu below are available for purchase by the Member Agency but costs for Optional items will be borne by the Member Agency exclusively and billed separately to the Member Agency directly.

Optional Items	Price
Custom Reports (per report)	$1,000
Document Template Conversion After 100 Documents (per document)	
Criminal document templates	*$25*
Civil document templates	*$50*
Additional Storage After Included 2TB (per terabyte, per year)	$500
Block Storage After Included 2TB (50 terabytes, per year)	$20,000
Block Storage After Included 2TB (100 terabytes, per year)	$32,000
Law Enforcement Interface (Standard)	$10,000
Law Enforcement Interface (Standard) Annual Support	$2,000
Law Enforcement Interface (Non-Standard)	$15,000
Law Enforcement Interface (Non-Standard) Annual Support	$3,000
Court Interface 1: PbK Receives Court Calendaring/Hearing/Minute Order Events (without eFiling)	$10,000
Court Interface 1 Support	$2,000
Court Interface 2: (PbK Receives Sentencing & Dispositions)	$15,000
Court Interface 2 Support	$3,000
Court Interface 3: PbK eFiles electronically to Court (includes Court Calendaring/Hearing Events)	$25,000
Court Interface 3 Support	$5,000
Other Custom Interfaces (anything not listed above)	$25,000
Custom Interface Support	$5,000
Test & Training Environment (annual cost)	$1,200

Optional Items Selected by Ottawa County

Optional Items One-Time Cost	Qty.	Price	Total
Court - JIS	1	$10,000	$10,000
Total Optional Items One-Time Cost			**$10,000**

Optional Items Annual Support Service	Qty	Price	Total
Court Interface-JIS	1	$2,000	$2,000
Total Optional Annual Support Services			**$2,000**

Payment
Karpel Solutions will invoice PAAM for Items listed on page 8 of Master Agreement. Karpel Solutions will invoice Member Agency for selected Optional Items listed directly above.

The effective date of this addendum shall be the date of the agency signature.

This addendum is made a part of the agreement for the purposes of adding services and / or interfaces as listed on the attached fees schedule and providing maintenance / services for such additional items pursuant to the agreed upon terms.

All terms and conditions of the Agreement shall remain in effect unless specifically modified by this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

Ottawa County

Signature

Sarah F. Matwiejczyk
Printed Name

Prosecuting Attorney
Title

1-16-25
Date

Karpel Solutions

Signature

Jeffery L. Karpel
Printed Name

CEO
Title

9/7/23
Date

PAAM Representative

Signature

Initials CLB

Printed Name

Title

Date

Signature

John Teeples
Printed Name

County Commission Chairperson
Title

Date

Signature

Justin Roebuck
Printed Name

County Clerk
Title

Date

15. Appendix B

15.1 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

OTTAWA COUNTY AND KARPEL SOLUTIONS FOR PARTICIPATION IN STATEWIDE DATA SHARING

Parties

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.

2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other visually perceptible form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.
HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of

PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include but is not limited to date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.

2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

   Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

3. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all

the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.

2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.

3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies, and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.

4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable. Information is not alterable or changeable on in the Statewide Search database in any way by any other Contributing Party.

5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.

6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent as authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.

2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.

3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.

4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.

5. Each Contributing Party is responsible for providing Internet connectivity to use Statewide Search.

6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.

7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies, and procedures applicable to the Contributing Party.

9. All Contributing Parties and Karpel Solutions agree that any information that is accessed through Statewide Search may only be disseminated only in the furtherance of a legitimate law enforcement investigation or criminal prosecution.

10. Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective when authorized representatives of each Contributing Party signs it.

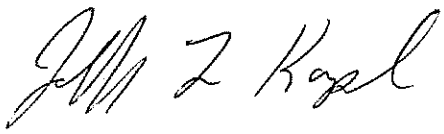
2. This MOU shall remain in force for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.

3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address, and resolve technical and Operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU provided that such does not conflict with this MOU.

4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if not in compliance with the terms of this MOU.

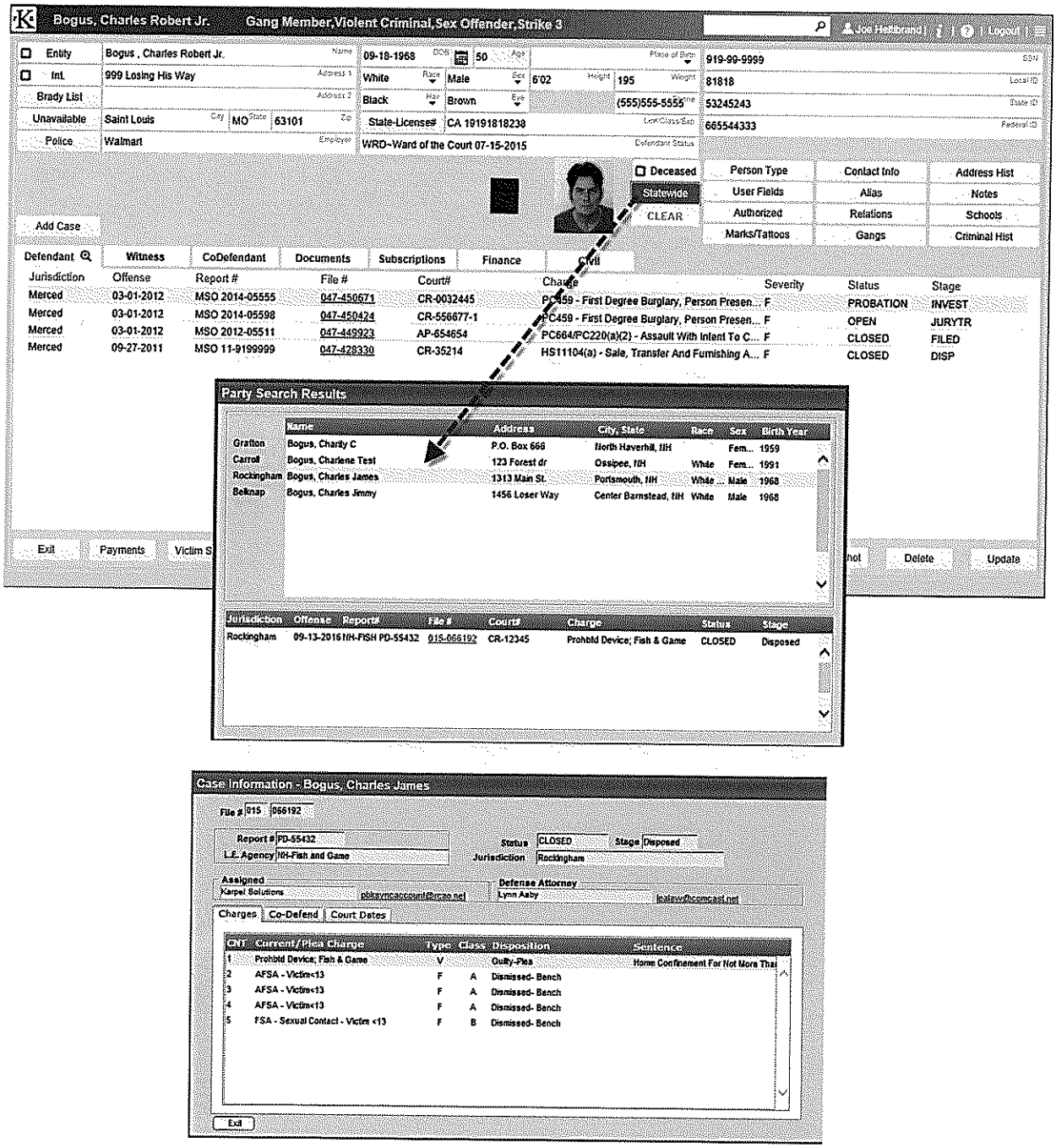
5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

Ottawa County	**Karpel Solutions**
	
Signature	Signature
Printed Name	Jeffery L. Karpel Printed Name
Title	CEO Title
Date	9/6/23 Date
Signature	Signature
John Teeples Printed Name	Justin Roebuck Printed Name
County Commission Chairperson Title	County Clerk Title
Date	Date

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.



16. Appendix C CJIS Security Addendum

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks, and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions
1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.
1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.
2.00 Responsibilities of the Contracting Government Agency.
2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).
3.00 Responsibilities of the Contractor.
3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
4.00 Security Violations.
4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
4.02 Security violations can justify termination of the appended agreement.
4.03 Upon notification, the FBI reserves the right to:
a. Investigate or decline to investigate any report of unauthorized use;
b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to

the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

6.06

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

Initials CLB

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

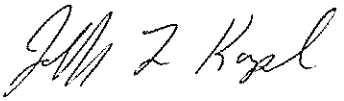
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Jeffery L. Karpel  9/6/23

Printed Name/Signature of Contractor Employee Date

Jeffery L. Karpel  9/6/23

Printed Name/Signature of Contractor Representative Date

Karpel Solution CEO

Organization and Title of Contractor Representative

Initials CLB

Action Request

Electronic Submission – Contract # 2527

Ottawa County
Where Freedom Rings

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Meeting Date: 2/11//2025	
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To approve and forward to the Board of Commissioners the request from Human Resources to approve the contract with Baker Tilly Advisory Group for wage and compensation services for a total of $107,400.

a e e t

About every five years, a comprehensive wage and compensation study is performed to ensure internal equity between positions and a market comparison. This study will compare most of the 300 different positions at Ottawa County, including the benefits package. This study will also review elected official wages/benefits, including County Commissioners. Wage changes are planned to be budgeted within the FY26 budget. This expense is included in the FY25 budget.

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Total Cost: $107,400.00	General Fund Cost: $107,400.00	Included in Budget: Yes

If not included in Budget, recommended funding source:

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

Administration:

Recommended by County Administrator: *1/2/2025 1:29:24 PM*

Committee/Governing/Advisory Board Approval Date: 1/14/2025

Ottawa County

CONTRACT FOR COMPENSATION AND CLASSIFICATION SERVICES

This CONTRACT is made and by between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County'') acting by and through its duly elected Board of Commissioners, (hereinafter the ''Board"), and Baker Tilly Advisory Group, LP (hereinafter, "Contractor"), with place of business at PO Box 7398, 4807 Innovate Lane, Madison, WI 53707.

IT IS HEREBY AGREED AS FOLLOWS:

It is agreed that County retains Contractor to provide the services set forth in this Contract, including the Scope of Work and Amended Scope of Work, if applicable (Exhibits A and A-1). It is further agreed that the Contractor accepts such engagement on the General Terms and Conditions specified in this Contract, and the following Exhibits and References, as well as all Addenda properly executed pursuant to paragraph 11, all of which constitute the entire Contract between the County and Contractor and are incorporated into this Contract by this reference:

Exhibits:

Exhibit A	RFP 24-086 - Scope of Services and Primary Project Outline
Exhibit B	Baker Tilly Response as Received 10/01/2024
Exhibit C	Insurance Requirements

The parties further agree that this Contract includes all provisions required by law to be inserted in this Contract whether actually inserted or not.

General Terms and Conditions

1. **Scope of Work:** Contractor agrees to provide the "Services" which are detailed in Exhibit A. 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 B. Payment to the Contractor for services will be under the County's term of Net 30.

3. **Term of Contract:** Unless otherwise expressly provided herein, the Contract shall commence and become effective when signed by both parties. If the parties sign on different dates, the Contract commences and becomes effective on the latest date signed. However, the Contractor understands and agrees that if the Board refuses to ratify this Contract after it is signed by both parties, this Contract shall be null and void, and all obligations to provide services and otherwise perform under this Contract shall cease except the County agrees to compensate the Contractor

for the services and/or work actually performed and provided to the County, which conform to the terms of this Contract, before the Board's refusal to ratify this Contract. The Contract will cover a period from project kick-off to project completion of the stated Scope of Work, Exhibit A and Exhibit B, unless terminated earlier in accordance with the terms of this contract.

4. **Termination:** This Contract may be terminated prior to completion of the Services at the option of either party, provided that such party gives at least thirty (30) days written notice to the other party. If termination of this Contract is necessitated by the unavailability of government funds as described in the Availability of Funds clause (Paragraph 31), the party seeking termination shall provide written notice to the other party as soon as practicable upon becoming aware of such unavailability. Notwithstanding the thirty (30) days written notice requirement stated elsewhere in this Contract, termination due to unavailability of funds may occur with a written notice period of less than thirty (30) days. Upon termination of this Contract, the Contractor shall deliver to the County all deliverables that the Contractor has prepared under the terms of this Contract and that conforms with the terms of this Contract. County shall compensate Contractor for all work, conforming to the terms of this Contract, performed by Contractor up to the date of termination of this Contract.

5. **Performance and Breach of Contract:**

   a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A and clarified in Exhibit B.
   b) The Contractor's failure to complete services as required shall constitute breach of this Contract.
   c) Contractor shall have ten (10) business days or such reasonable period of time to be agreed upon by the parties to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.

6. **Expenses and Materials:** Except as provided in Exhibit B, Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.

   Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.

7. **Employees:** The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents, or legal resident aliens.

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

8. **Background Checks:** Contractor agrees it has completed pre-hire background checks on all employees performing work on under this Contract to ensure, at a minimum, that no employee has a felony or other conviction(s) related to crimes of dishonesty or fraud.

9. **Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:**

   a) This Contract is governed by and shall be construed in accordance with the laws of the State of Michigan.
   b) The Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.
   c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.

10. **Exclusive Contract and Merger:** This Contract, including Exhibits, Addenda, References, provisions required by law, whether or not actually inserted or not, and, a County Purchase Order issued after this Contract becomes effective, if applicable, is the entire Contract between Contractor and the County for the services set forth in Exhibit A. This Contract supersedes all prior and/or contemporaneous agreements and understandings, oral, written and/or implied between the parties with respect to the subject matter and/or Scope of Work covered in this Contract. All such prior and/or contemporaneous agreements and understandings are hereby terminated and deemed of no further force or effect. To the extent that the terms and conditions of any of the Exhibits, Addenda, References and/or Purchase Orders issued in connection with this Contract are contradict the General Terms and Conditions of this Contract, this Contract and its General Terms and Conditions control and prevail.

11. **Modifying the Contract:** This Contract may be modified only by a writing signed by both parties.

12. **Record Keeping and Ownership of Documents:** The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter.

    Subject to Contractor's rights in Contractor's Knowledge (as defined below), the Contractor further agrees that all documents, reports, data, and any other materials prepared or created in the performance of services by the Contractor specifically for

the County as a deliverable under this Contract (collectively, the "Deliverables") shall be and remain the property of the County of Ottawa. Notwithstanding the foregoing, the Contractor will maintain all ownership right, title and interest to all Contractor's Knowledge. For purposes of this Contract, "Contractor's Knowledge" means the Contractor's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are: (1) owned or developed by Contractor prior to the effective date of this Contract ("Contractor's Preexisting Knowledge"); (2) developed or obtained by the Contractor after the effective date, that are reusable from client to client and project to project, where the County has not paid for such development; and (3) extensions, enhancements, or modifications of Contractor's Preexisting Knowledge which do not include or incorporate the County's confidential information. To the extent that any Contractor's Knowledge is incorporated into the Deliverables, the Contractor grants to the County a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Contractor's Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of the Contractor.

The Contractor agrees that upon termination of this Contract, for any reason, it shall retain custody of all materials and documents related to the services provided in accordance with Contractor's internal record retention policy and shall not reproduce, distribute, or disclose such materials containing the County's confidential information to any third party without prior written consent from the County. The Contractor agrees to store these materials in a secure manner and shall make such materials pertinent to payment and invoicing under this Contract available to the County upon request.

13. **Confidentiality:** The Contractor agrees that any information related to the County, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Contract will be kept confidential and not be disclosed to any other person without the express written consent of the County. To the extent permitted by law, Contractor will notify the County promptly if compelled to disclose any such information. These confidentiality provisions shall remain effective for five (5) years after termination of services under this Contract. This section shall not apply to information which is (A) publicly known, (B) already known to the Contractor, (C) disclosed to the Contractor by a third party without restriction, (D) independently developed by the Contractor without use of or reference to the County's information.

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

15. **Disputes:** In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its Exhibits, Addenda, References and Amendments, if any, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided.

    Should any disputes arise with respect to this Contract, Contractor and County agree to act as soon as reasonably practicable to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

16. **Jurisdiction and Venue:** The Parties consent to the exercise of general personal jurisdiction over it by the Ottawa County Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means. BOTH PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

17. **Debarment and Suspension:** Contractor certifies to the best of his/her/its knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have, within a three-year period preceding this proposal, had one or more public transactions (Federal, State or local) terminated for cause or default.

18. **Indemnification and Limitation on Damages:** Contractor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all third-party liability, claims, judgments, losses, damages, payments, costs and expenses, including reasonable attorney's fees, to the extent such third-party claim is finally determined to be arising out of Contractor's, its employees', agents', or subcontractors' gross negligence, willful misconduct or fraudulent behavior in performance of services under this

Contract. Notwithstanding the foregoing, the County hereby releases the Contractor, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify the County against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of the County. Furthermore, because of the importance of the information that the County provides to the Contractor with respect to the Contractor's ability to perform the services, the County hereby releases the Contractor and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by the County, its personnel or agents, that is not complete, accurate or current.

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Contract shall not exceed the fees paid to the Contractor under this Contract, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Contract even if the other party has been advised of the possibility of such damages.

19. **Insurance:** Contractor agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance and, to the extent available, endorsements, as more fully set forth in Exhibit C, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, and Privacy and Security Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be at least $1,000,000 per occurrence or claim and $2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be at least $5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. The Contractor further agrees to comply with all other requirements set forth in Exhibit C.

20. **Relationship of Parties:** The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity. Though the services may include the Contractor's advice and recommendations, all decisions regarding the

implementation of such advice or recommendations shall be the responsibility of, and made by, the County.

21. **Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval. Notwithstanding the foregoing, either party may assign and transfer this Contract to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interests or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Contract.

22. **Governmental Immunity:** The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.

23. **Safety:** The Contractor shall at all times observe and comply with all applicable federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any third-party claim or liability arising from the Contractor's violation of any such provisions.

24. **Absence of Waiver:** The failure of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract, shall not constitute a waiver of the right of either party to insist on the performance of and/or enforce any of the terms and conditions of this Contract in the future.

25. **Notices:**

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

    If to the Contractor: Baker Tilly Advisory Group, LP
    Daniel Hedden, Principal
    2852 Eyde Parkway, Suite 150, East Lansing, MI 48823
    Email: dan.hedden@bakertilly.com
    Phone #: 317-465-1503

    If to Ottawa County: Ottawa County Human Resources Department
    Zac VanOsdol, Interim Human Resources Director
    12220 Fillmore St., Rm 359
    West Olive, MI 49460
    Email: zvanosdol@miottawa.org

26. **Survival:** The obligations of this Contract, which by their nature would continue beyond the termination or expiration of the Contract, including without limitation, the obligations regarding Record Keeping and Ownership of Documents (Paragraph 12),

Confidentiality (Paragraph 13), Indemnification (Paragraph 18), shall survive termination or expiration.

27. **Severability:** If any term or provision of this Contract, or the application thereof to any person or circumstances, are held to be invalid, the parties agree that the remaining terms and provisions, and the application of those terms and provisions, shall be deemed valid, and enforceable to the fullest extent permitted by law.

28. **Attorney Review:** The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.

29. **No Third-Party Benefit:** The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

30. **Michigan Economic Sanctions Act, 2012 ("Iran-Linked Business"):** Contractor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran-Linked Business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517, MCL 129.311, et. seq.

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

32. **Freedom of Information Act:** The Contractor acknowledges that the County may be required from time to time to release records in its possession by law. The Contractor hereby gives permission to the County to release any records or materials received by the County as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 *et seq.*

33. **Force Majeure:** Either party shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.

34. **Title and Headings:** Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.

35. **Anticipatory Breach:** If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, the County shall have an immediate cause of action for breach of this Contract, and shall be entitled to seek all remedies available to it at law or in equity.

36. **Warranty:** Contractor warrants that the services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the Contract, that they are suitable for the intended use.

37. **Equal Employment and Opportunity:**

    The Parties shall adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination, and all other federal, state and local fair employment practices and equal opportunity laws and covenants, including, but not limited to, the following:

    a) The Elliott-Larson Civil Rights Act, 1976 PA 453, as amended.
    b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
    c) The Americans with Disabilities Act of 1990, 42 USCA Section 12101 et seq., as amended, and the regulation promulgated thereunder.
    d) Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, 29 USCA Section 794, and regulations promulgated thereunder.
    e) The Age Discrimination in Employment Act of 1967, 29 USCA Section 621, et. seq., as amended, and regulations promulgated thereunder.

38. **Data Privacy and Security:** To the extent the services require the Contractor to receive personal data or personal information from the County, the Contractor may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. The Contractor's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing services hereunder, including services performed to meet the business purposes of the County, such as the Contractor's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which the Contractor or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. The Contractor is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to County personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of the County, the Contractor shall, unless otherwise permitted by applicable privacy law, (a) follow County instructions; (b) not

sell personal data or personal information collected from the County or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the County's engagement and not for the Contractor's own commercial purposes; and (d) cooperate with and provide reasonable assistance to the County to ensure compliance with applicable privacy laws. The County is responsible for notifying the Contractor of any applicable privacy laws the personal data or personal information provided to the Contractor is subject to, and the County represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize the Contractor to process such information in connection with the services described herein. The County further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP may co-process County data as necessary to perform the services, pursuant to the alternative practice structure in place between the two entities. The Contractor is responsible for notifying the County if the Contractor becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit the County to take reasonable and appropriate steps to remediate personal data or personal information processing. The County agrees that the Contractor has the right to utilize County data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by County to be used for the Contractor's business purposes and with the outputs owned by the Contractor. For clarity, the Contractor will only disclose aggregated/de-identified data in a form that does not identify the County, County employees, or any other individual or business entity and that is stripped of all persistent identifiers. The County is not responsible for the Contractor's use of aggregated/de-identified data.

The Contractor has established information security related operational requirements that support the achievement of its information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in the Contractor's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define Contractor's approach to how systems and data are protected. The County is responsible for providing timely written notification to the Contractor of any additions, changes or removals of access for County personnel to the Contractor provided systems or applications. If the County becomes aware of any known or suspected information security or privacy related incidents or breaches related to this Contract, County should timely notify the Contractor via email at dataprotectionofficer@bakertilly.com.

39. **Contractor's Entity:** Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms. Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

[Signatures on next page]

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

COUNTY OF OTTAWA

By: _____ _____

Printed Name and Signature
Chairperson
Board of Commissioners

Date

By: _____ _____

Justin F. Roebuck,
County Clerk/Register

Date

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

BAKER TILLY ADVISORY GROUP, LP

By: Daniel A. Hedden Digitally signed by Daniel A. Hedden Date: 2025.01.02 09:21:34 -05'00' 01/02/2025

Signature

Date

Daniel A. Hedden

Printed Name

Principal

Title

Section 2: Background Information

General Project Information:

Ottawa County typically conducts an organization-wide classification and compensation study every five years in order to re-align Ottawa County's wage/salaries with the public and private market. The most recent wage study was conducted in 2020/2021 with results implemented in 2022. Ottawa County typically contracts out classification and compensation studies, with the exception of 2014, which was done in-house.

It is imperative for Ottawa County to be competitive in the job market to attract and retain the best talent. In addition, there has been an increase in requests from hiring managers to review pay for positions. The County uses a step/grade classification system for positions. The scales are based on years of service. Each position is assigned a pay grade.

Employee demographics:

There is an employee base of 1,300 personnel, including benefited, non-benefited, seasonal, and elected. The average employee is paid $62,000 and has a benefits package worth an additional 40%. There are nine union and four non-union groups. The County maintains about 300 job descriptions across the organization.

Strategic Objectives:

- Maintain equity in pay among positions and classifications;
- Help to control payroll cost;
- Ensure competitive pay rates to recruit, retain and motivate employees;
- Direct productivity toward organizational objectives; and
- Comply with all applicable laws and regulations.

Section 3: Scope of Services

Primary Project – Classification and Compensation Study

Ottawa County is requesting proposals from experienced and qualified vendors to provide compensation and classification services for a one-time comprehensive position classification and compensation study.

At a minimum, the vendor will be expected to complete one comprehensive position classification and compensation study for all identified positions at the County within the term of this contract. It is expected the initial overall study should be completed within the first nine (9) months of the contract with ongoing consultation after that for the remaining term. In order to achieve project strategic

objectives, this comprehensive study will contain recommendations for any wage/scale changes, including a discussion of methods, techniques and data used to develop the recommendations, as well as analysis of the financial impact for implementation of any new classification and compensation recommendations.

All 300 job descriptions should be reviewed by the consultant but may not need to be updated based on consultant recommendations. Employee benefits, including time off accruals, should also be reviewed as part of the initial study.

Secondary Project – On Going Study Maintenance

In addition, to a classification and compensation study, Ottawa County Human Resources Department, may request or require analysis and/or market study on individual positions as such positions are created, as previously defined position job functions evolve, or additional changes occur due to a volatile labor market.

An Individual Statement of Work (SOW) may be established between the vendor and the County for all work activities to be completed under the agreement, outside of the compensation and classification study, and prior to execution of said activities. The Statement of Work may be incorporated into contract documents and will include an agreed upon finalized description of work, proposed timeline and cost.

Overall Project Requirements

The awarded vendor will work closely with the County's Human Resources and Administration office to consult on comparative labor market positioning, salary/wage recommendations, organizational structuring/restructuring, and workforce planning.

The vendor will be expected to maintain regular written and/or verbal communication with County representatives throughout the term of the contract and will be asked to attend meetings with employees, County Administration, and the County Board of Commissioners to discuss methodology, survey results and/or recommendations. Additionally, the vendor will be expected to provide written reports with documentation of any analyses performed and/or recommendations made.

Section 4: Primary Project Outline

1. Job Analysis and Classification:
    a. Conducting a thorough job analysis of all County positions to determine current job duties, responsibilities, and required qualifications.
    b. Developing a classification system that accurately reflects job levels and hierarchies within the organization.
2. Compensation Review:
    a. Conducting a thorough review of compensation levels for comparable positions in other municipalities and relevant industries.
    b. Providing recommendations for competitive salary ranges based on market data and analysis. Identify and make recommendations to correct any statistically significant earnings gaps.
3. Employee Engagement and Input:
    a. Facilitating interviews or surveys with key stakeholders, including department heads and employees, to gather feedback on job roles, compensation perceptions and identified research questions.
4. Report and Presentation:
    a. Presenting findings and recommendations to the County and senior management.
    b. Providing a detailed report outlining methodology, analysis, and final recommendations for implementation.

Section 5: Vendor Minimum Qualifications

- The vendor should be organized for the purpose of providing compensation and classification and should have a minimum of five (5) years of providing services to public organizations of similar size and structure.
- Able to demonstrate contracted services will be provided by qualified staff assigned to complete the work. Primary project point of contact shall be capable of supervising and monitoring the classification and compensation study ensuring satisfactory provision of contracted services.
- Vendor shall certify, as part of response to proposal, that they are not on any Federal, State or Local list of debarred or prohibited contractors.



Exhibit B

Bakertilly Response as Received

bakertilly

October 1, 2024

Ottawa County, Michigan

Request for Proposal 24-086

Proposal to provide compensation and classification services

To conquer a challenging landscape, you have to understand it. Explore classification and compensation solutions that check all the boxes on the way to addressing the needs of your community.

October 1, 2024

Baker Tilly Advisory Group, LP
2852 Eyde Parkway, Suite 150
East Lansing, MI 48823
United States of America

T: +1 (517) 321 0110

bakertilly.com

Janice McLaren
Procurement Specialist
Ottawa County
12220 Fillmore Street
West Olive, MI 49460

Delivered electronically

Dear Janice McLaren:

Ottawa County (the County) seeks customized classification and compensation solutions. This proposal is the starting point—our vision of how we can protect and enhance your organizational impact while achieving your immediate goals.

You seek classification and compensation services that aim to elevate your organization, keep the County competitive with other organizations in the job market and attract and retain the best talent. Luckily, we are ready to chart a course that guides the County in recruiting and retaining a satisfied and qualified workforce to serve your community.

As a local government with complex operations and organization, you deserve to work with a firm that specializes in serving the public sector and is recognized as a national leader in human capital management. Baker Tilly is that firm, and we are uniquely qualified to assist you with this important engagement.

Baker Tilly is not on any Federal, State or Local list of debarred or prohibited contractors.

We know that you have options for choosing a consulting firm. Our unique approach and highly regarded customer service practices offer transformational thinking and deep collaboration for your organization as we embark on conducting effective, well-managed and thorough compensation and classification services. Our passionate, dedicated state and local government classification and compensation professionals understand this.

The road map shared in our proposal shows how important Ottawa County will be to us as a client.

We can't wait to get started.

Very truly yours,

Daniel Hedden, CPA, Principal
+1 (317) 465 1503 | dan.hedden@bakertilly.com

Jada Kent, CCP, Director | Practice Leader
+1 (940) 368 3033 | jada.kent@bakertilly.com

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> **Baker-Tilly was very professional and responsive. They regularly contacted City staff to gather information and discuss strategy. We held several meetings involving the City's Administration, where they were very thorough in their presentations and provided very helpful information.**
>
> ***Assistant Director, Human Resources | Baker Tilly client***

bakertilly

The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agent and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Unit One: Basic Forms

This is more than a proposal. It's a promise. *To serve as your sounding board, your navigator and your second set of eyes on the horizon and beyond.*

Required Attachments A, B and C

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 Limited partnership, registere.

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. MCL 129.311, et. Seq.

DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that neither it nor any of its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

INDEMNIFICATION: By submission of a proposal, vendor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability, claims, judgments, losses, damages, payments, costs and expenses, including attorney's fees, arising out of or in any way related to Contractor's performance of services under a Contract awarded as a result of this RFP, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Contractor, its employees, agents or subcontractors.

ATTACHMENT A – (CONTINUED)

CERTIFICATION OF INSURANCE: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance required coverages, as follows and agrees to provide proof of the following insurance coverages, where applicable, including certificate(s) of insurance, endorsements and provisions, entitled Contractor Insurance Requirements: Commercial General Liability; Workers' Compensation; Employers' Liability; Automobile, Umbrella/Excess Liability, Professional Liability, Privacy and Security Liability (Cyber Security) and Medical Malpractice. Coverage limits are to be statutory and, if no statute applies, are to be at least $1,000,000 per occurrence or claim and $2,000,000 aggregate except Umbrella/Excess Liability coverage limits shall be at least $5,000,000 for each occurrence of accident, products-completed operations aggregate, and general aggregate. These coverages shall protect the Contractor and the County and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided. Any certificate provided 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.

If Applicable – Vendor acknowledges, by initialing, receipt of addenda:

Addendum No. 1: DH Addendum No. 2: _____ Addendum No. 3: _____

Company Name: Baker Tilly Advisory Group, LP

Mailing Address: 2852 Eyde Parkway, Suite 150, East Lansing, MI 48823

Phone Number: +1 (317) 465 1503 Email Address: dan.hedden@bakertilly.com

Federal Employer Identification Number: 99-1405547

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: Daniel Hedden Digitally signed by Daniel Hedden Date: 2024.09.23 12:15:01 -05'00' September 23, 2024

(Signature of Authorized Representative) Date

Daniel Hedden, Principal

(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.

Vendor Reference 1			
Customer Name:	City of St. Joseph, MO	Contact Person:	Amy Cohorst, Human Resources Director
Contact Number:	816-271-4672	Contact Email:	acohorst@stjosephmo.gov
Project Description:	The City has approximately 734 employees in 283 titles across 12 departments. Baker Tilly previously completed a study with the City and this project was an update to those results, to include reviewing job evaluation for new positions, conducting a market study, and developing a new pay structure		

Vendor Reference 2			
Customer Name:	City of Evanston, IL	Contact Person:	Mary Dankwa, HR Division Manager
Contact Number:	847-448-8244	Contact Email:	mdankwa@cityofevanston.org
Project Description:	The City of Evanston has 762 employees in 253 positions across 12 departments. The project was a comprehensive classification and compensation study to include collection of employee PAQs, job evaluation, FLSA review, a custom market survey to assess base pay and benefits		

Vendor Reference 3			
Customer Name:	Pottawattamie County, IA	Contact Person:	Jana Lemrick, Human Resources Director
Contact Number:	712-328-4777	Contact Email:	Jana.Lemrick@pottcounty-ia.gov
Project Description:	The County has approximately 500 employees in 210 job titles. The project included a comprehensive classification and compensation review, benefits, comparison, development of three pay plans across collective bargaining groups, new job descriptions, and development of a formal compensation		

ATTACHMENT C – PROPRIETARY / CONFIDENTIAL INFORMATION IDENTIFICATION

Vendors must submit this form with their proposal

Ownership of all data, documentation and materials originated and prepared for the County of Ottawa pursuant to this Request for Proposal, shall belong exclusively to the county and shall be subject to public inspection in accordance with the Michigan Freedom of Information Act. Trade secrets or proprietary information submitted by a Vendor shall not be subject to public inspection under this Act. To prevent disclosure, however, the Vendor must invoke the protection under Section 15.243.
The written Request must specifically identify the materials or data to be protected with an accompanying statement as to why the protection is necessary.

☑ Understood, no proprietary or confidential information submitted requires protection

SECTION / TITLE	PAGE #'S	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Unit Two: Introduction and Company Information

The most effective solutions are born from a deep industry understanding. Our decades-long record of serving the public sector is how we'll achieve the goals for Ottawa County.

As part of proposal, provide a written response containing the following identified items as demonstrated ability / qualifications to provide services:

a) Company's name and business address, including primary telephone, customer service email address, website address. Note if this location will be where work described will be managed.

Providing our name and business address

Corporate name

Baker Tilly Advisory Group, LP

Business addresses

CORPORATE OFFICE	REGIONAL OFFICE
205 N Michigan Ave Chicago, IL 60601 +1 (312) 729 8000	2852 Eyde Parkway, Suite 150 East Lansing, MI 48823 +1 (517) 321 0110

Customer services email address

dan.hedden@bakertilly.com or jada.kent@bakertilly.com

Website address

https://www.bakertilly.com/

Meeting Ottawa County where you are — with the resources you need

A borderless approach brings you boundless talent

To make sure the best talent serves Ottawa County, we'll go wherever it takes. With top-level talent around the nation and even the globe, we have the ability — and the responsibility — to assign team members to the County's work based on the best skills to take Ottawa County forward. Each team member is chosen based on their skills and experience, not their location — hand-picked to bring individual strengths that directly benefit your engagement. We've looked deeply at your organization and needs, and based on our understanding, we can provide the best service by managing our relationship from our Frisco, Texas office. It's a recommendation based on our robust experience focused on the public sector and serving organizations that are like Ottawa County.

Geography is no obstacle to success. Your engagement team has the technology tools to support the County in meeting your objectives from anywhere. We have led a borderless client service approach for many years, providing a seamless remote experience for all clients, whether down the street, across the

country or on the other side of the globe. Every Baker Tilly professional has remote access credentials to connect to our secure internal network resources from anywhere.

When you need to see us face-to-face, we'll be there — just a day or less away from being there in person, bringing the same level of commitment and access you'd have if you were on the next block. When we can't meet in person, we gather remotely via Microsoft Teams, saving time, cost and carbon footprint.



Proactive, ongoing dialogue: You don't need an appointment. We welcome informal conversations, and the more the better. Between those and our regular status meetings, we'll all avoid surprises and power our progress toward your goals. Along the way, we'll share proactive ideas and innovative insights. All at no additional charge.



Accessibility and responsiveness, with access to a local office: Responsiveness is at the heart of our relationship, and your team members are committed to responding to most engagement requests within one business day. In addition, we can leverage our local office to host your internal team or Baker Tilly team members in a location close to your headquarters, if needed.



Leveraging technology: Our innovations are helping to shape the industry. They also help our clients collaborate with us securely — anytime, anywhere and on any device.

b) Year established. Include former company name(s) and year(s) established, if applicable. State if organization was established for the purpose of providing compensation and classification services.

Upholding tradition while focusing on what's ahead

Where we've been and where we're going with Ottawa County

We started by planting strong roots. From there, we never stopped growing. It was in 1931 — the height of the Great Depression — in Waterloo, Wisconsin, where Ed Virchow began providing audits to Midwestern canning companies that helped feed our nation. He built much more than a public accounting firm. He built a culture of innovation where we find new and better ways to work.

The path we've taken since our origin in 1931 has been one of strategic growth. Today, Baker Tilly is a full-service accounting and advisory firm. Our journey started when we opened as Edward A. Virchow, CPA. We operated under that name until forming a partnership in 1953, creating Virchow, Krause & Company. Over the years, we've created more than 50 combinations. In 2009, we became the exclusive branded U.S. member firm of Baker Tilly International and registered as Baker Tilly Virchow Krause, LLP, with headquarters in Chicago. In 2020, our legal name changed to Baker Tilly US, LLP.



In 2024, Baker Tilly US, LLP accepted a strategic investment from private equity firms Hellman & Friedman and Valeas Capital Partners. As part of that strategic investment, in June 2024, the firm was restructured into two entities which operate under an alternative practice structure: Baker Tilly Advisory Group, LP provides the firm's business advisory, tax and other services and is not a licensed CPA firm; and Baker Tilly US, LLP, a licensed CPA firm, that provides the firm's attest services. The alternative practice structure was formed to ensure compliance with regulatory and independence requirements governing accounting firms.

c) The name, title, address, and telephone number of the Company's authorized negotiator. The person identified must be empowered to make binding commitments for the Company.

Providing your engagement leadership

AUTHORIZED REPRESENTATIVE	ENGAGEMENT TEAM LEADER
Dan Hedden, Principal 8365 Keystone Crossing, Suite 300 Indianapolis, IN 46240 +1 (317) 465 1503 | dan.hedden@bakertilly.com	Jada Kent, Director and Practice Leader 17 Cowboys Way, Suite 800 Frisco, TX 75034 +1 (940) 368 3033 | jada.kent@bakertilly.com

d) Please describe your organization's experience working with governmental entities, providing compensation and classification services to public organizations of similar size and structure. If within the State of Michigan, please provide information as to when services were provided and the project outcome.

Guiding you with our resources, reputation and reach

As your guide, we champion your goals, anticipate your challenges and pioneer new territory together. Making decisions today to shape tomorrow is especially challenging in these extraordinary times. Ottawa County requires a firm with classification and compensation professionals who combine functional experience, industry knowledge and technical expertise to respond to your needs and support you as your County evolves.

Baker Tilly is that firm. We pay special attention to the intersection of strategy and execution to deliver:

- **Innovative and pragmatic approaches** for assessing changes, adapting quickly, implementing best practices and competing in any environment
- **Strategies** to identify inequities and opportunities
- **Solutions** for your toughest challenges

When you work with Baker Tilly on your classification and compensation needs, you work alongside an agile team that drives transformation by supporting you with a flexible engagement model "right sized" to your unique culture and circumstances. We dedicate ourselves to delivering industry insights, efficiencies, creativity, flexibility and forward-thinking ideas every step of the way.

More than anything, Ottawa County will receive an exceptional experience for your management team, governance team and — ultimately — your citizens. Below are some key facts about our public sector classification and compensation practice, including the depth of resources that stand ready to support your core project team:



9 team members

534 projects since 2009

6 certified professionals

35+ years of experience

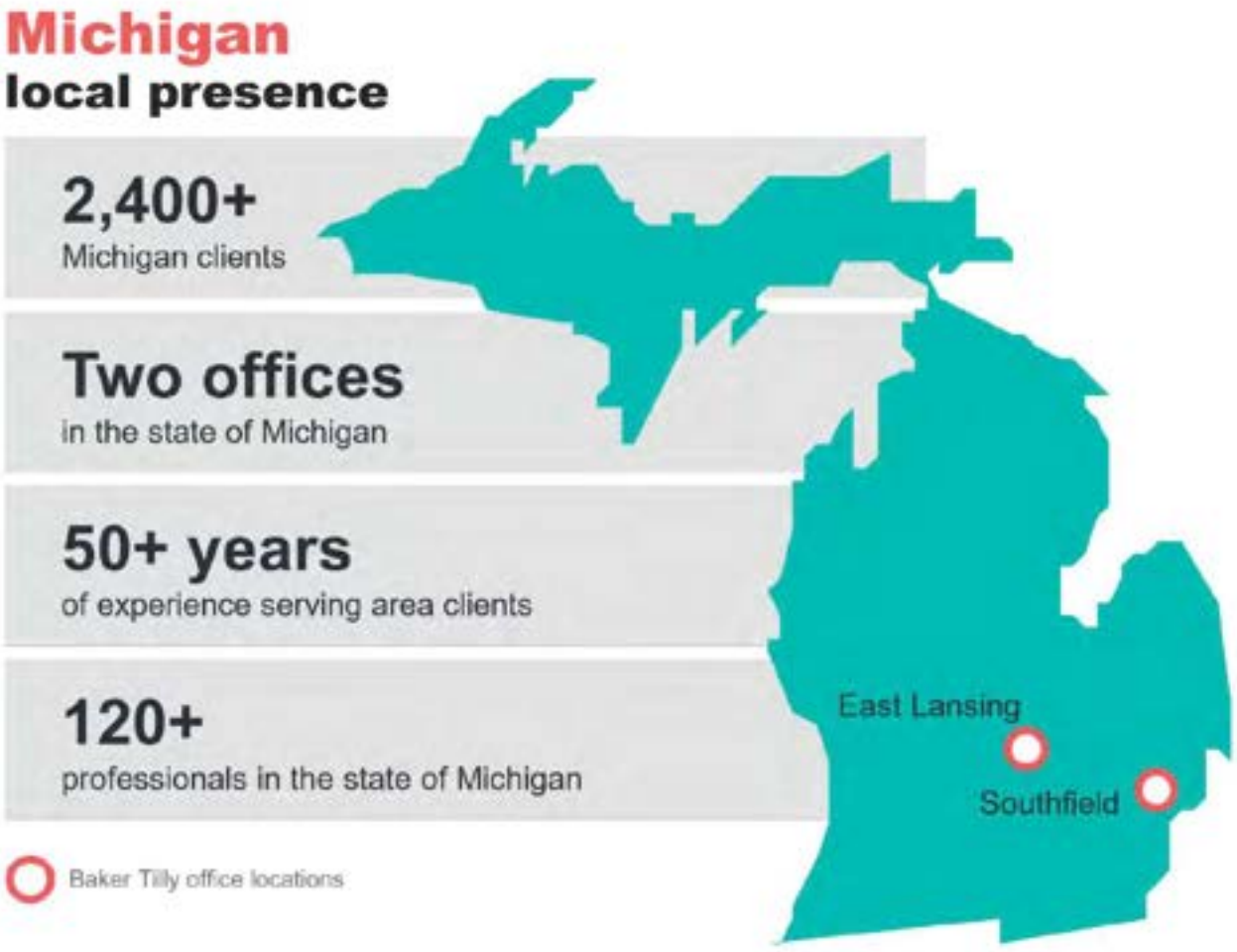
$1.81B firm revenue in FY2024

50+ U.S. office locations

250+ workplace and culture awards

Offering Michigan clients our local and firmwide resources

The state of Michigan is an important national center for business innovation and economic growth. Recognizing this strategic importance, Baker Tilly maintains a strong presence in Michigan, with two offices and more than 120 professionals to help clients in a wide range of industries enhance and protect their impact. You will receive exceptional service from a qualified local team that can draw on our firm's broad national resources as your goals change or needs evolve.



LOCAL PRESENCE AND EXPERTISE TO SUPPORT OTTAWA COUNTY

Ottawa County can count on Baker Tilly's Michigan presence to offer you an in-depth understanding of economic conditions, knowledge of regional and state regulations, and on-the-ground assistance whenever needed.

Sharing past Michigan projects similar in nature

In the past 12 months, we have provided advisory services to 31 Michigan municipalities. We have provided compensation and classification services to the following Michigan organizations:

- Saginaw County –2023, 2022, 2019 and 2017
- Battle Creek – 2018

Delivering specialized expertise to our public sector clients

Baker Tilly has served state and local governments since our establishment more than 90 years ago. We are one of the few advisory, tax and assurance firms with a practice dedicated entirely to serving governmental clients.

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity and eagerness to serve as a true valued advisor to the public sector, Baker Tilly formalized its dedicated public sector specialization more than 50 years ago. **Today, more than 350 Baker Tilly professionals — including nearly 30 principals** — focus directly on serving governments and provide hundreds of thousands of client service hours annually to organizations like Ottawa County.

Nationwide, our public sector practice serves nearly 4,000 state and local governmental entities, including municipalities, counties, school districts, utilities, transit organizations, and special authorities. Several of these client groups are now served by dedicated specialists in distinct sub-practices.



COMMITMENT TO THE PUBLIC SECTOR

Baker Tilly has been in business for more than 90 years, and public sector entities were some of our first clients.

Since its beginnings, our firm has emerged as a leader in human capital management consulting and executive recruitment. Our 35+ years of classification and compensation consulting experience, coupled with our unique approach and personal touch, drives our internal standard for delivering outstanding services and leading-edge results.

Ottawa County will benefit from our industry specialization in several specific ways:

- **Dedication to the public sector:** Your engagement team members live and breathe government and work exclusively with the public sector year-round. This translates into insights only experience can bring, as well as an understanding of the best ways to communicate and collaborate with public-sector entities.
- **Knowledge sharing with Ottawa County:** At Baker Tilly, serving governments goes beyond delivering services – we also supply our clients with crucial thought leadership in the form of webinars, workshops, articles and our regular newsletter, CommuniTIES. For examples of relevant thought leadership, see our articles Don't be a (title) creep, Enhancing total compensation with alternative benefits and our podcast CommuniTIES: Retention & Recruitment Trends in the Public Sector.

Highlighting how we will benefit Ottawa County

Baker Tilly follows best practices guidelines to collect and analyze data, and we will provide you with recommendations about how best to react to the results. Ottawa County will be in the driver's seat when it comes to making key decisions about pay plans, grade assignments, implementation scenarios, and pay policies. We will not force the results on you. We will collaborate with you to establish a comprehensive position classification and compensation study to meet your compensation philosophy goals.

Our team focuses explicitly on providing compensation consulting services to local governments nationwide. Additionally, we have our own point-factor job evaluation tool that we will use to establish a hierarchy of jobs relative to internal equity. After the study, we will train Ottawa County's human resources staff to administer the job evaluation process to maintain the new compensation and classification plan.

Focusing on the public sector landscape and Ottawa County's opportunities within it

In the state and local government world, nothing stands still. The unexpected can arise at any moment. When it does, we're there with something you can always expect — readiness, reliability and real transparency. Ottawa County will receive industry-specialized services, resources, insights, training and events…all designed to maximize your opportunities and minimize your risks.

Enhancing and protecting your goals: our future together

We are prepared to tailor our service methodologies to your specific needs and develop real outcomes for your organization's challenges — as evidenced by our team's understanding of Ottawa County and the distinctive factors that impact your organization. We will continue to deepen our understanding of the County's objectives and are ultimately dedicated to helping you achieve your mission.

Our team focuses explicitly on providing compensation consulting services to local government organizations nationwide. We have seen and solved our share of challenges and will bring our extensive knowledge and experience to assist Ottawa County with its compensation and classification. We are passionate about serving local government organizations and equally passionate about providing our compensation expertise. Our enthusiasm for performing compensation and classification services with organizations like Ottawa County is not easy to match.

Sharing our similar client experience

Your proposed engagement team has conducted hundreds of similar studies nationwide for more than 35 years, resulting in successful implementations in governments of all sizes.

We focus our knowledge, skills and expertise on the public sector and have collaborated with organizations all over the country to provide compensation-related services.

534 projects completed

Our engagement team has conducted 534 successful compensation projects since 2009.

- **Our SAFE job evaluation system is a fair, consistent, defensible and objective methodology for comparing position characteristics.** Organizations need to know that their methods are proven and sound in today's environment. SAFE gives you a tested methodology that distinguishes the value of your positions using nine compensable factors.
- **With Baker Tilly, you do not just get a study; you get a customized system.** When we perform a study for our clients, we train them to utilize and maintain it. When we leave, you will have a completed study **and** a classification system to grow with you into the future. As positions evolve, new positions are created, and market conditions change, your HR staff will be able to make the appropriate adjustments using the SAFE job evaluation system.

- **We know that a good study rests on quality data.** Our recommendations are data-based, and our process follows best practices and guidelines for collecting and analyzing that data. In working with public sector organizations, we know the results we submit to you may become public records. This means our reputation stands on the quality of those results and the validity of our recommendations. This is why we have quality assurance protocols in place to safeguard the quality of our data.
- **We will assign Certified Compensation Professionals to analyze your market data and build your new pay structures.** Our team understands that compensation analysis is both an art and a science. We have a strong cadre of trained, experienced professionals working together to ensure appropriate and competitive pay structures are presented for consideration.

Listing our similar projects

The following is a sample of organizations for whom Baker Tilly is currently or has recently provided classification and compensation services over the last few years. We realize the list is lengthy, but so is our experience working with organizations that are very similar to and very different from yours. We hope you will trust that our length and depth of experience means we've seen and solved our share of challenges and can assist you and your organization through this study and any challenges you may also be facing.

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2019

Year	Client	State	Project	Pop.
Pending	Laguna Beach	CA	Class & comp study	23,032
Pending	Medina County	TX	Class & comp study	53,723
Pending	West Lafayette	IN	Class & comp study	45,060
Current	Beltrami County	MN	Class & comp study	46,799
Current	Bloomington	MN	Class & comp study	87,797
Current	Columbus	OH	Compensation study	906,528
Current	Compton	CA	Class & comp study	93,597
Current	Hillsborough County Aviation Authority	FL	Class & comp study	
Current	Kansas City Police Department	MO	Class & comp study	508,394
Current	Kennewick	WA	Class & comp study	84,750
Current	King County Housing Authority	WA	Class & comp study	
Current	Lake County	IL	Class & comp study	711,239
Current	Madison	WI	Class & comp study	269,196
Current	Merrillville	IN	Class & comp study	36,347
Current	Middletown	CT	Class & comp study	47,108
Current	Pasco	WA	Class & comp study	78,871
Current	Paso Robles	CA	Class & comp study	31,759
Current	Pineville	NC	Class & comp study	10,866
Current	Savannah	GA	Class & comp study	148,566
Current	Seattle Housing Authority	WA	Class & comp study	
Current	Sioux City	IA	Class & comp study	85,543
Current	St. Paul	MN	Class & comp study	303,176
Current	Ulster County	NY	Class & comp study	181,951
Current	Wake Forest	NC	Class & comp study	49,000
Current	Weld County	CO	Class & comp study	340,036
2024	Alamance County	NC	Class & comp study	173,877

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2019				
Year	Client	State	Project	Pop.
2024	Apex	NC	Class & comp update	62,911
2024	Burke County	NC	Class & comp study	87,611
2024	Franklin County	NC	Class & comp study	68,570
2024	Greensboro	NC	Pay equity study	298,236
2024	Miami	FL	Compensation study	305,756
2024	Milwaukee Metro Sewer District	WI	Class & comp study	
2024	Mono County	CA	Class & comp study	13,247
2024	Morehead City	NC	Class & comp study	9,857
2024	North Las Vegas	NV	Class & comp study	247,248
2024	Pinellas County Sheriff's Department	FL	Class & comp study	959,107
2024	Richfield	MN	Class & comp study	36,527
2024	Saginaw	TX	Class & comp study	24,011
2024	Summit County	CO	Class & comp study	31,055
2024	Trinity River Authority	TX	Class & comp study	
2024	Wake Forest	NC	Compensation study	49,657
2023	Ashland	KY	Pay & class study	21,625
2023	Bemidji	MN	Market study	14,574
2023	Bexar County	TX	Comp & perf management study	1,990,000
2023	Clark County	WA	Class & comp study	511,404
2023	Douglas County	NV	Class & comp study	49,870
2023	Eudora	KS	Pay & class study	6,408
2023	Fort Wayne	IN	Class & comp study	263,886
2023	Frederick Police Department	MD	Class & comp study	79,588
2023	Goshen	IN	Wage & benefits analysis	34,108
2023	Greene County	VA	Class & comp study	19,779
2023	Guadalupe County	TX	Class & comp study	177,036
2023	Harrisonburg	VA	Class & comp study	51,814
2023	Hernando County	FL	Classification study	200,638
2023	Laurinburg	NC	Class & comp study	15,118
2023	Marion	IA	Class & comp study	41,535
2023	Minnehaha Creek Watershed District	MN	Class & comp study	
2023	Montgomery County	TX	Compensation study	607,391
2023	New Brighton	MN	Class & comp study	23,454
2023	Prince Edward County	VA	Comp consulting services	22,950
2023	Purcellville	VA	Class & comp study	8,929
2023	Rappahannock County	VA	Class & comp study	7,407
2023	Rockingham County	VA	Class & comp study	81,244
2023	RSW Regional Jail	VA	Class & comp study	
2023	Sampson County	NC	Class & comp study	58,990
2023	Scott County	VA	Class & comp study	21,534

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2019				
Year	Client	State	Project	Pop.
2023	St. Cloud HRA	MN	Class & comp study	
2023	Stevens Point	WI	Class & comp study	25,670
2023	Trinity River Authority	TX	Class & comp study	
2023	Victoria County	TX	Class & comp study	92,035
2023	Waite Park	MN	Market study	8,360
2023	Wayzata	MN	Market study	4,378
2023	Wheaton	IL	Classification study	53,970
2023	Woodstock	VA	Class & comp study	5,861
2022	Abilene	TX	Class & comp study	124,156
2022	Apex	NC	Class, comp & org study	51,370
2022	Appleton	WI	Class & comp study	75,644
2022	Beeville	TX	Comp & benefits study	12,863
2022	Bellingham	WA	E-Team class & comp study	89,045
2022	Bluffton	IN	Comp & class study	9,919
2022	Chesapeake Bay Bridge-Tunnel	VA	Class & comp update	
2022	Chisago County	MN	Class & comp study	53,916
2022	Cibolo	TX	Class & comp study	28,920
2022	Colleyville	TX	Pay & class	26,945
2022	Corpus Christi MPO	TX	Market study	
2022	Cumberland County	VA	Pay & class study	9,681
2022	Duplin County	NC	Compensation study	58,967
2022	Eastern Shore of Virginia E911	VA	Market study	
2022	Essex County Public Schools	VA	Class & comp study	
2022	Evanston	IL	Pay & class study	78,110
2022	Evansville	WI	Compensation study	5,378
2022	Fluvanna County	VA	Class & comp study	27,270
2022	Greenbelt	MD	Class & comp study	24,921
2022	Horicon	WI	Class & comp study	3,595
2022	Horizon Public Health	MN	Class & comp study	
2022	Illinois Toll Hwy Authority	IL	Class & comp study	
2022	Isanti County	MN	Class & comp study	40,596
2022	Jackson	WY	Class & comp study	10,760
2022	Janesville	WI	Pay & class study	65,616
2022	Lake Elmo	MN	Class & comp study	12,899
2022	Lake Forest	IL	Compensation study	19,367
2022	Maplewood	MN	Class & comp study	40,545
2022	Marble Falls	TX	Pay & class study	6,932
2022	Monroe	NC	Comp & class study	35,105
2022	Olive Township	IN	Compensation study	5,248
2022	Oswego	IL	Compensation study	34,585

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2019				
Year	Client	State	Project	Pop.
2022	Pleasant Prairie	WI	Market study	21,250
2022	Pope County	MN	Pay plan update	11,048
2022	Pueblo Board of Water Works	CO	Market study	
2022	Racine	WI	Benefits & comp study	77,081
2022	Rosemount	MN	Class & comp study	24,292
2022	Roswell	NM	Pay & class study	47,941
2022	Sherburne County	MN	Compensation study	97,238
2022	Vigo County	IN	Class & comp study	107,038
2022	Virgin Islands Water & Power Authority	USVI	Class, comp & org study	
2022	Virginia Railway Express	VA	Class & comp study	
2022	Wayzata	MN	Class & comp study	4,434
2022	West Point	VA	Comp & class study	3,419
2022	Williamson Co. & Cities Health District	TX	Class & comp study	
2021	Amelia County	VA	Class & comp study	13,145
2021	Auburn	IN	Comp & class study	13,056
2021	Basehor	KS	Class & comp study	5,951
2021	Bedford Regional Water Authority	VA	Class & comp study	
2021	Bellingham/Whatcom Co Housing Auth	WA	Pay equity study	
2021	Cleveland County Water	NC	Class & comp study	
2021	Farragut	TN	Class & comp study	22,729
2021	Harrisonville	MO	Comp & job analysis	10,043
2021	Horizon Public Health	MN	Pay plan update	
2021	Hutchinson	MN	Compensation study	13,914
2021	Ligonier	IN	Comp & class study	4,654
2021	Nisswa	MN	Compensation study	1,817
2021	Port Arthur	TX	Class & comp study	55,109
2021	Potomac-Rappahannock Transp Comm	VA	Class & comp study	
2021	Richmond	IN	Compensation study	35,353
2021	Salem Electric Department	VA	Class & comp study	25,317
2021	Spring Lake Park	MN	Class & comp study	6,535
2021	Stevens Point	WI	Compensation study	26,229
2021	Western Prairie Human Services	MN	Class & comp study	
2020	Blackstone	VA	Class & comp study	3,391
2020	Crystal	MN	Compensation study	22,463
2020	Elko New Market	MN	Pay plan update	4,760
2020	Fosston	MN	Class & comp study	1,481
2020	Jackson	MS	Compensation study	164,422
2020	Jordan	MN	Class & comp study	6,225
2020	Leland	NC	Class & comp update	20,294
2020	Middleton	WI	Class & comp study	19,660

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2019				
Year	Client	State	Project	Pop.
2020	Onalaska	WI	Class & comp study	18,712
2020	Otsego	MN	Compensation study	17,357
2020	Rappahannock County	VA	Comp & class study	7,321
2020	Sauk Rapids	MN	Class & comp study	13,703
2020	Scott County CDA	MN	Market study	
2020	Traverse County	MN	Class & comp study	3,308
2020	Vienna	VA	Class & comp study	16,489
2020	Waite Park	MN	Compensation study	7,718
2019	Adams County	WI	Class & comp study	19,973
2019	Bellingham	WA	Comp market study	89,045
2019	Brooklyn Center	MN	Compensation study	30,712
2019	Capital Region Water	PA	Class & comp study	
2019	Circle Pines	MN	Comp & class study	4,978
2019	Council Bluffs	IA	Class & comp study	62,316
2019	Dallas Housing Authority	TX	Compensation study	
2019	Durham Housing Authority	NC	Class & comp study	
2019	Fillmore Soil & Water Conserv District	MN	Class & comp study	
2019	Gastonia	NC	Class & comp study	75,536
2019	Gatesville	TX	Class & comp study	12,387
2019	Iowa League of Cities, Des Moines	IA	Compensation study	3,146,000
2019	Local Government Information Systems	MN	Comp & benefits study	
2019	McFarland	WI	Market survey	8,108
2019	Montgomery	MN	Class & comp study	2,907
2019	Morehead City Maintenance	NC	Class & comp study	9,203
2019	North Central Regional Library	WA	Comp & benefits study	
2019	Payson	AZ	Class & comp study	15,476
2019	Pittsylvania County	VA	Compensation study	62,426
2019	Pottawattamie County	IA	Class & comp study	93,386
2019	River Falls	WI	Class & comp study	15,510
2019	Rocky Mount	VA	Compensation study	4,798
2019	Saginaw County	MI	Class & comp-Phase III	195,012
2019	Salem	VA	Class & comp study	25,483
2019	Sartell	MN	Class & comp study	13,917
2019	Scandia	MN	Class & comp study	4,120
2019	Shaker Heights	OH	Class & comp study	27,387
2019	Stutsman County	ND	Compensation study	20,704
2019	Tyler	TX	Class & comp study	104,991
2019	Wheaton	IL	Market survey	53,373
2019	Wright County	MN	Class & comp study	131,311
2019	Zimmerman	MN	Compensation study	5,499

e) Number of staff (full and part-time) employed at the Company. How many are dedicated to compensation and classification services? Provide a qualification statement or resume of each staff member assigned to this project.

Aligning key engagement team members with your goals

We assemble the right team with the right experience for Ottawa County to serve you project after project and take you further than anyone thought possible.

Baker Tilly has more than 6,700 team members, with nine dedicated to public sector classification and compensation services. Your handpicked team of professionals offers a collaborative focus supported by the breadth and depth of our firm's national resources. We believe in strong personal relationships, which means a personal interest in Ottawa County from some of our most experienced team members. Engagement team members are introduced on the following pages.

Your proposed project team includes experienced professionals who:

- Provide a range of expertise to cover the range of service requirements
- Provide input from a geographic, industry and subject matter standpoint
- Provide a national perspective of experience and institutional knowledge to achieve your objectives
- Represent the commitment to take personal and professional responsibility for your project

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR OTTAWA COUNTY

Your engagement leadership team orchestrates our services to bring together the right people with the right experience to move you forward.



Jada Kent, CCP, CLRP — Director

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Jada is a director with Baker Tilly's public sector advisory practice and has a background in human capital consulting, including classification and compensation, organizational assessments and executive recruitment. Jada serves as the practice leader of the compensation consulting team and has been with the firm since 2015. She earned a Master of Public Administration from the University of Texas at Dallas, is a member of the North Texas Compensation Association (NTCA), is a Certified Compensation Professional (CCP), and is a Certified Labor Relations Professional (CLRP).



Jennifer Curtis, CCA, SPHR — Director

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Jennifer recently joined Baker Tilly and brings more than 25 years of public sector human resources experience. She has broad technical knowledge and a proven record of developing and implementing programs that advance strategic goals, develop talent, foster engagement and trust, and comply with state and federal laws. Jennifer holds a master's degree in mass communication from the University of Florida and a bachelor's degree in communication from the University of California-Santa Barbara. She is a Certified Compensation Analyst (CCA), Senior Professional in Human Resources (SPHR), has certificates in labor relations and mediation, and is a member of SHRM.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR OTTAWA COUNTY



Sarah Towne, CCA — Manager

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Sarah is a manager with a background in higher education, local government, and human resources management. Before joining Baker Tilly, Sarah was an adjunct faculty and course coordinator for the online MPA program at the University of North Carolina's School of Government. She is a Southeastern Conference for Public Administration member and served on the Section for Personnel Administration and Labor Relations (SPALR) board for the American Society of Public Administration (ASPA). She earned a Master of Public Administration and a graduate certificate in women's studies from Appalachian State University. Sarah is a Certified Compensation Analyst (CCA).



Jay Borcena — Analyst

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Jay Borcena is an accomplished and customer-focused professional with over 15 years of leadership experience in human resources. With expertise in compensation, benefits, HRIS, project management, and talent acquisition, Jay has consistently developed and executed HR strategies aligned with organizational objectives. His passion for empowering clients to reach their full potential and commitment to cultivating inclusive work environments have been instrumental in his success. Jay is a valuable asset in Human Resources with a solid educational background, proven track record, extensive experience, deep expertise, and passion for helping clients achieve their goals. With his collaborative approach, data-driven decision-making, and commitment to fostering inclusive work environments, he is well-equipped to drive organizational growth and navigate the complexities of the modern business world.



Nicholas Cahala, PHR, CCA — Analyst

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Nic is an analyst with a background in government municipality experience with the City of Milwaukee. His experience includes working as a human resources representative in the department of public works. His focus areas included recruitment and retention, administration of rules and policies, ADA and FMLA administration, and other compliance matters. Nic holds a Master of Business Administration and a Bachelor of Arts in psychology from the University of Wisconsin–Milwaukee. Nic has obtained the Professional in Human Resources (PHR) certificate from the Human Resources Certification Institute (HRCI) and is a Certified Compensation Analyst (CCA).



Marti Gregory, CCA — Analyst

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Marti is an analyst with a background in local government and higher education. She has over seven years of human resources experience, focusing on public sector recruitment and selection. Prior to joining Baker Tilly, Marti was a human resources analyst for the City of Pasadena. Additionally, Marti has been a human resources technician for MiraCosta Community College and the Anaheim Union High School District. Marti earned a bachelor's in economics from Spelman College and a

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR OTTAWA COUNTY

master's in management from Wake Forest University and is a Certified Compensation Analyst (CCA).



Janet Jackson — Analyst

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Janet is an analyst with public, non-profit, and private sector experience. She spent three years as a compensation and benefits analyst in Tennessee and Arizona local government. Before joining Baker Tilly, she served as a Total Rewards Manager for a non-profit organization. Janet's focus areas and core functions include developing and implementing all compensation and benefits plans. She holds a Master of Business in human resources from Belhaven University.



Thomas Patton, CCA — Analyst

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Thomas is an analyst with a background in human resources management and human resources development. He assists the team with data collection and job description writing. His focus is coordinating the data collection process and ensuring the team gathers quality information for the project's success. In addition, he assists the team by crafting high-quality job descriptions that accurately reflect the essence of the position being analyzed. Before Thomas's current role, he supported the team as an administrative assistant. Thomas earned a Bachelor of Science in human resources development from the University of Minnesota-Twin Cities and is a Certified Compensation Analyst (CCA).



Valerie Sauer — Analyst

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Valerie is a consultant with a background in local government, nonprofit management, state policy analysis, and research. Before joining Baker Tilly, she worked in social services in foster care and victim services, led violence prevention education programming for a local nonprofit, and served on a research team with UNC School of Government faculty to understand the intersection of facilitation practices and DEI in local government settings. Valerie is a triple Tar Heel! She earned a Bachelor of Arts in political science, a Master of Public Administration, and a Master of Social Work from the University of North Carolina at Chapel Hill.

OTTAWA COUNTY WILL RECEIVE TANGIBLE RESULTS WITH BAKER TILLY

All engagement team members are committed to Ottawa County's success. Their state and local government experience and service expertise translate into tangible results for the County.

Creating an engaging culture for our clients and our people, evidenced by hundreds of workplace awards

A high level of continuity is the cornerstone of how we'll build a lasting relationship with Ottawa County. You'll see the same team members, and you won't encounter the hassle of reintroducing new Baker Tilly team members to your classification and compensation projects.

Our firm's commitment to an employee-centered workplace is a transformative shift embraced by everyone in our organization. It helps us build teams of empowered and driven individuals committed to serving you now and as your needs evolve.



ADVANCING AN ENGAGING CULTURE

Our commitment to attracting and retaining a top-quality workforce benefits Ottawa County through engaged team members and staff continuity.

Unit Three: Methodology

To stay on track, every expedition needs a well-planned course map. That's what we build to meet your deadlines, provide the highest quality compensation and classification services and give you a seamless experience.

As part of proposal, provide a written response containing, at a minimum, information on the following identified items:

a) A detailed outline of the proposed methodology for conducting the classification compensation study.

Providing a summary of our proposed work plan

Our proposed work plan for this project includes the following steps, with a more detailed description on the following pages.

1. **Project initiation**
   a. Planning meeting with the project team, timeline established
   b. Data request and review
   c. Leadership and employee communication meetings
   d. Position Analysis Questionnaires (PAQs) collected
2. **Position review**
   a. Title review
   b. *Systematic Analysis and Factor Evaluation* (SAFE®) job evaluation
   c. Review and finalize results with the organization's project team
3. **Market assessment**
   a. Public peer organizations and benchmark positions identified
   b. A Custom market survey is distributed to collect information
   c. Quality assurance review of market results
   d. Review and finalize results with the organization's project team
   e. *Benefits comparison report*
4. **Pay plan development**
   a. Pay structure(s) developed, grade assignments established
   b. Review and finalize results with the organization's project team
   c. Implementation costing scenarios calculated
5. **Final report**
   a. Final report developed
   b. Final presentations conducted
   c. Delivery of project documentation
   d. Training with human resources (HR) staff to maintain new compensation and classification system

b) Approach to data collection, analysis, and validation of findings.
c) Describe your experience with quantitative research methods, preferably including the use of administrative data from multiple data sources and systems.

Securing data accuracy, appropriateness and rigorous data collection and analysis

Our team focuses explicitly on providing compensation and classification services to local government organizations. In doing so, we know that data quality (and quantity) can make or break a project. Your employees will provide meaningful input to the process by completing the PAQ, which supervisors will review to ensure accuracy. This is our starting point for conducting our preliminary position review and job evaluation. Results will be reviewed and finalized with Ottawa County's project team.

Our team will connect with your Human Resources department's identified peer organizations to collect the necessary information. For private sector data, our team will compile matches from our subscription surveys to the County's benchmark positions. We have an extensive quality control process to review market data. More details are provided in the scope section.

When distributing the market survey, we will include a summary of work for each position to assist peer organizations in matching each position —not just the title. We additionally review the data and remove or replace questionable matches. Further, we require at least four matches per benchmark position before calculating market values that will appear in the results. These results will be reviewed with the County's project team to identify outliers.

Overall, our process is designed to ensure that we receive good data and enough of it before we make recommendations based on the results they yield. Further, our process will include significant input from the County in each major project phase.

Unit Four: Management Summary and Statement of Work

We blend technology with the wisdom of our team members to deliver quality insights. Our classification and compensation offerings unravel the complexities of state and local governments to reveal opportunities waiting to be explored.

From information in Section 3 Scope of Services – Primary Project and Section 4 Primary Project Outline, provide your understanding of the following and detail in a statement of work how they will be accomplished:

a) Understanding of Key project aspects, provide

Driving the change you envision, from the word go

Our wheels were in motion from the moment we received your RFP for compensation and classification service solutions.

Ottawa County is located in the western section of the state on Lake Michigan and is home to approximately 296,200 residents. Ottawa County provides a wide range of services with more than 1,300 benefited, non-benefited, seasonal, and elected personnel representing about 300 unique job descriptions. Based on what we've learned from you, we understand Ottawa County is looking to:

- Maintain equity in pay among positions and classifications;
- Help to control payroll cost;
- Ensure competitive pay rates to recruit, retain and motivate employees;
- Direct productivity toward organizational objectives; and
- Comply with all applicable laws and regulations.

a. Project overview

Creating a customized plan unique to Ottawa County

No one achieves breakthrough results by following well-worn pathways. The County is a one-of-a-kind organization with unique risks, challenges and opportunities. We build our plans accordingly. Tailoring our compensation and classification service methodologies to your specific needs. Forging new routes to overcome your challenges.

Your culture and the distinctive factors that impact your organization and community will play a role in shaping our approach. Along the way, our deep understanding of state and local government organizations and knowledge of the County's unique needs will help establish an internally equitable and externally competitive classification and compensation plan. The plan will assist the County in attracting and retaining a qualified workforce to provide high-quality and uninterrupted services to the community — this is the theme of every project we work on and our methodology for conducting the study.

Our job evaluation system will ensure that positions are fairly measured to establish a hierarchy of jobs relative to internal equity. The market assessment will give us a snapshot of market conditions to base new pay plans and grade assignments. However, your pay policies are the most crucial element that will help the County achieve and maintain this. We will review these and provide recommendations for adjustments or new policies to consider, which will significantly assist the County in achieving its goals.

b. Project Scope – with details, including main deliverables, key project tasks and any milestones

Providing our solution to achieve Ottawa County's objectives

Ottawa County seeks compensation and classification services for a one-time comprehensive position classification and compensation study.

The following pages outline our methodology and proposed project scope for Ottawa County's compensation and classification. Our team of Certified Compensation Professionals developed Baker Tilly's approach and project tools. We take pride in our ability to provide your organization with sound results and recommendations that, if implemented, are fair and defensible.

We are confident that you will find our assertions substantiated by the information presented in this proposal and the comments provided by our references. We look forward to a successful and lasting relationship.

Our process is highly collaborative and requires the participation of our clients. We want to leave Ottawa County with a compensation and classification plan that will assist in achieving your compensation philosophy, attract and retain qualified workers and align with your organizational needs. To achieve this, we need your input along the way. We encourage organizations that are interested in collaborating with Baker Tilly on such a study to be prepared for an inclusive process.

Phase 1

Project initiation and data collection

Baker Tilly will begin by meeting with the County's project team to establish working relationships, finalize a work plan and help ascertain major issues your organization seeks to address in your compensation study. Next, Baker Tilly will collect documentation from the County, such as job descriptions, organization charts, pay plans, policy handbook, an employee census file, etc. We recommend conducting 1-on-1s with your department heads to collect feedback directly from your leadership team about what issues or special circumstances they may face in their area, especially regarding title and classification.

Next, Baker Tilly will conduct in-person leadership and employee communication meetings to introduce our team and the project process, answer questions about the process and review the PAQ that employees will be asked to complete. The PAQ provides an opportunity for each employee to provide input, in their own words, about the work completed in their position. Information collected from the PAQs is the foundation for the rest of the study. For that reason, a supervisor review is included in the process. Baker Tilly may also conduct individual or group interviews with employees if necessary. **All collected PAQs will be provided back to the County.*

Phase 2

Title review

Over time, position titles may become inconsistent, inaccurate or even inflated. An appropriate job title should reflect the nature and level of work performed in that job. Baker Tilly will review the County's position titles and provide recommendations for adjustments, consolidations and reclassifications as necessary. Title recommendations may also be made to better align positions within job families and

establish or refine career ladders. This review is intended to establish consistency and cohesion in nomenclature and would not be an appropriate vehicle for addressing organizational restructuring issues.

Standardizing formatting, spelling and abbreviations can significantly impact the administration of a classification system. These relatively minor adjustments can facilitate recruiting and hiring by eliminating the guesswork involved in searching through job postings. Additionally, standardizing job titles can help employees better understand their roles within the organization and the adjacent roles they interact with.

Job evaluation

Job evaluation is the process of comparing a job against other jobs within the organization to determine a relative value for each. Baker Tilly has a proprietary point-factor job evaluation system known as SAFE® (Systematic Analysis and Factor Evaluation), developed specifically for evaluating public sector positions. There are multiple levels with a point value for each compensable factor. The result of this process is a total score for each position. This is used to determine a hierarchy of jobs relative to internal equity. SAFE is consistent with the federal Equal Pay Act.

NINE COMPENSABLE FACTORS MEASURED BY SAFE		
Compensable factor	**Weight**	**Descriptions/measurement**
1. Education	16%	Minimum formal education level required by the position
2. Experience	12%	Minimum years of experience required by the position
3. Level of work	14%	Degree of difficulty of work performed by the position
4. Human relations	8%	Type and level of human interactions
5. Physical demands	5%	Physical exertion performed by the position
6. Working conditions	7%	Environmental conditions experienced by the positions
7. Independence to act	12%	Degree of independence to make decisions and act on them
8. Impact of actions	14%	Severity of consequences as a result of decisions
9. Supervision exercised	14%	Type and level of supervision exercised
	100%	TOTAL

Baker Tilly will conduct job evaluations of all 300 position titles using employee-submitted PAQs and existing job descriptions. If necessary, these results will be provided to the County's project team for review.

FLSA analysis

Baker Tilly will review the Fair Labor Standard Act (FLSA) designation to assist the County with the application of exempt and nonexempt status. Our review will be based on existing documentation describing each position and new documentation (PAQs) to ensure a complete picture of the work performed is considered. If our recommendations depart from the existing exempt/nonexempt status, we will provide a rationale for our recommendation as it applies to the Department of Labor guidance for exemption tests.

Please note that Baker Tilly's recommendations on FLSA regulations are based on our staff's nonlegal interpretation of the Department of Labor guidance. We recommend that clients obtain independent legal reviews of all positions regarding FLSA decisions.

Job descriptions

Baker Tilly will utilize data captured by employee-submitted PAQs to develop draft job descriptions. Supervisors will review and verify this information to ensure completeness and accuracy. Any adjustments to titles, FLSA designations, minimum qualifications, supervision exercised, and Americans with Disabilities Act (ADA)- related information, etc., will be incorporated into the job description drafts.

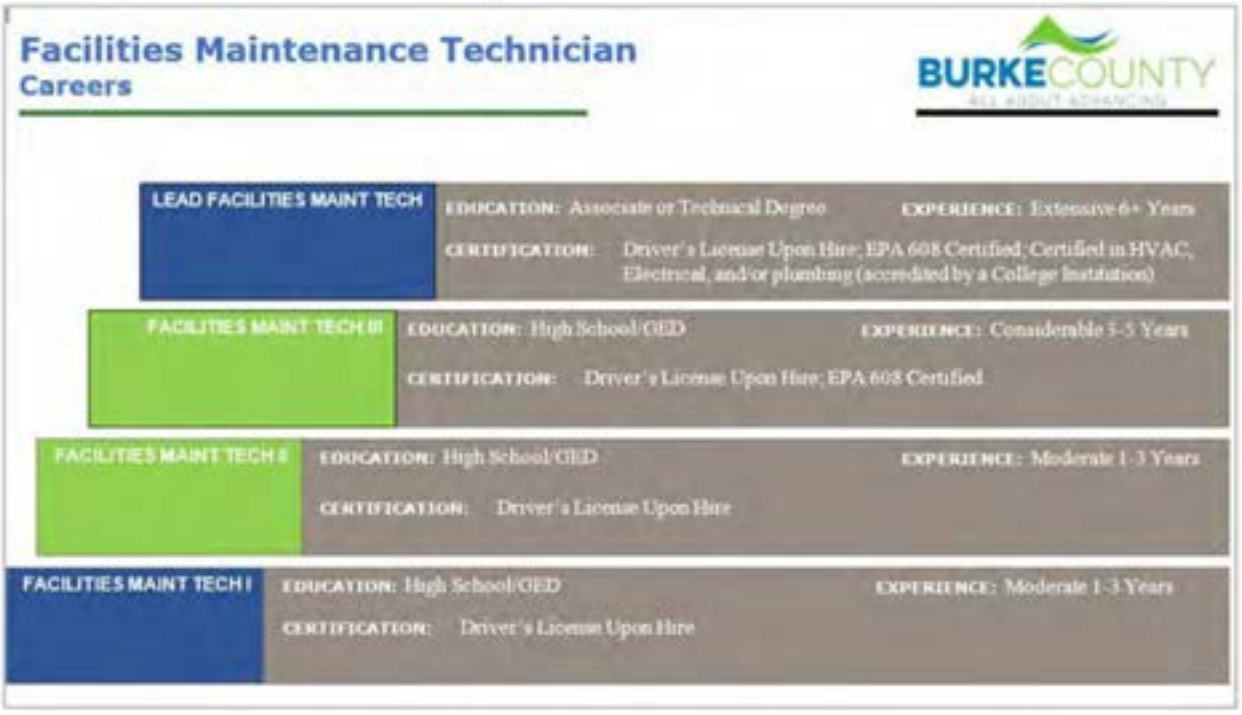
Baker Tilly will work with the County's project team to develop a template for new job descriptions, including the County's branding and logo, as desired. To maintain a competitive price for the project, we have assumed the new draft descriptions will exclude the Knowledge, Skills, and Abilities (KSA) section and that the County's staff will be responsible for reviewing and finalizing the draft documentation.

Alternatively, Baker Tilly can provide updates to existing job descriptions. These updates would include any adjustments to titles, FLSA designations, education or experience requirements, supervision exercised, and ADA-related information. These updates would not include changes to the general summary, essential functions, or KSA sections. Pricing for both options will be provided.

Career ladders

Baker Tilly can develop career ladders, as necessary, to help the County demonstrate upward mobility within different job families across each department. Once the title review and job evaluations are completed, establishing a hierarchy of the County's jobs relative to internal equity, Baker Tilly will facilitate meetings with the County's project team and/or department heads to identify existing career progressions and develop new ones, as needed.

Sample career ladder deliverable



Phase 3

Market assessment

Peer organizations: Baker Tilly will work with the County to establish a list of comparable peer organizations to include in the study. Generally, these organizations will be similar in size and services provided and have similar jobs. These organizations are often those you lose employees to or gain from; however, it may be necessary to consider public peer organizations similar in size and services but that are outside the immediate geographic area. Early in the process, we like to collect feedback from department heads about what organizations they recommend to include. This list often serves as our starting point for establishing an approved list of peers with which to move forward.

Private sector companies rarely respond to market survey requests. Therefore, to represent the private sector in the data set, we utilize pay data contained in the following survey sources:

- CompAnalyst
- Economic Research Institute (ERI)
- Pay Factors

To maintain a competitive price for the project, we have assumed the custom market survey will be distributed to up to 12 public peer organizations. Data from three published sources will be included as a private sector representative.

Benchmark positions: This project includes approximately 300 job classification titles. Baker Tilly will review all of the County's positions and recommend a list of titles to be included in the study. Factors that will be considered include:

- Jobs commonly found in other organizations and industries
- Jobs that represent multiple incumbents
- Jobs that represent as many levels as possible or grades in the County's pay structure

To maintain a competitive price for the project, we have assumed 225 positions (75%) will be identified as benchmarks from the list of 300.

Data analysis: In distributing the custom market study, Baker Tilly will request base pay ranges for analogous positions. The survey will include a minimum qualification and a summary of work performed by each position to assist peers in matching their positions. Baker Tilly will review and validate survey responses to confirm a 75% overlap in duties and responsibilities, as this is the best practice definition of a "good" match.

Adjustments may be applied to establish consistency in market comparison; those include:

- Adjustments for differences in workweek hours
- Aging the data if it's not for the current fiscal year
- Geographic cost of labor adjustments

Market reports: Baker Tilly will deliver three market reports:

1. An aggregate of the average minimum, midpoint and maximum for each benchmark.
2. A comparison of the County's current midpoints against the market average midpoint. Additional market scenarios demonstrating above and below the market will also be prepared to allow the County to select its desired position within the marketplace.
3. A comparison of the County's full range to the full market range.

Sample market results

Department	Benchmark Position	# of Matches	Average Minimum	Average Midpoint	Average Maximum	% Range Spread
Administration	Town Manager	14	$133,003.42	$166,327.94	$192,779.77	45%
Finance	Finance Manager	12	$87,484.24	$105,244.77	$128,690.21	47%
Finance	Finance Office Clerk	12	$43,750.82	$52,916.05	$62,081.29	42%
Multiple	Administrative Assistant	19	$42,709.35	$52,112.32	$61,515.30	44%
Municipal Court	Municipal Court Clerk	12	$51,559.54	$63,222.89	$76,148.08	48%
Personnel/Town Clerk	Senior Deputy Town Clerk	13	$56,707.23	$68,626.66	$80,165.01	41%
Planning and Building	Building Official	15	$82,170.77	$101,907.19	$114,654.55	40%
Police	Lieutenant	13	$87,691.54	$103,135.86	$121,882.38	39%
Police	Police Officer	14	$61,385.45	$73,172.82	$85,020.00	39%
Police	Sergeant	15	$76,798.53	$91,309.10	$105,819.67	38%
Public Works	Equipment Operator	12	$49,796.70	$60,221.63	$70,646.57	42%
Public Works	Facilities Assistant	18	$44,470.32	$54,913.53	$64,697.56	45%
Public Works	Facilities Manager	18	$78,592.35	$95,755.79	$114,117.09	45%
Public Works	Fleet Manager	14	$75,596.40	$94,616.97	$111,316.90	47%
Public Works	Journeyman Mechanic	17	$51,758.29	$62,686.63	$73,614.97	42%
Public Works	Street Operator	13	$44,365.97	$55,904.46	$65,812.66	48%
Public Works	Streets Manager	15	$75,199.78	$91,965.53	$106,197.62	41%
Transit	Custodian	12	$34,809.15	$42,461.03	$50,112.90	44%

Sample market comparison

Department	Position Title	Current Midpoint	95% of Market	+ / (-) Mkt	Average Midpoint	+ / (-) Mkt	105% of Market	+ / (-) Mkt
Administration	Town Manager		$158,011.54		$166,327.94		$174,644.34	
Finance	Finance Manager	$ 87,140.65	$99,982.54	▲14.7%	$105,244.77	▲20.8%	$110,507.01	▲26.8%
Finance	Finance Office Clerk	$ 50,797.97	$50,270.25	▼(1.0%)	$52,916.05	▲4.2%	$55,561.86	▲9.4%
Multiple	Administrative Assistant	$ 58,840.00	$49,506.71	▼(15.9%)	$52,112.32	▼(11.4%)	$54,717.94	▼(7.0%)
Municipal Court	Municipal Court Clerk	$ 61,818.78	$60,061.75	▼(2.8%)	$63,222.89	▲2.3%	$66,384.04	▲7.4%
Personnel/Town Clerk	Senior Deputy Town Clerk	$ 75,141.11	$65,195.32	▼(13.2%)	$68,626.66	▼(8.7%)	$72,057.99	▼(4.1%)
Planning and Building	Building Official	$106,046.14	$96,811.83	▼(8.7%)	$101,907.19	▼(3.9%)	$107,002.55	▲0.9%
Police	Lieutenant	$106,046.14	$97,979.06	▼(7.6%)	$103,135.86	▼(2.7%)	$108,292.65	▲2.1%
Police	Police Officer	$ 75,141.11	$69,514.18	▼(7.5%)	$73,172.82	▼(2.6%)	$76,831.46	▲2.2%
Police	Sergeant	$ 91,552.14	$86,743.66	▼(5.3%)	$91,309.10	▼(0.3%)	$95,874.56	▲4.7%
Public Works	Equipment Operator	$ 53,337.87	$57,210.56	▲7.3%	$60,221.63	▲12.9%	$63,232.71	▲18.6%
Public Works	Facilities Assistant	$ 53,337.87	$52,167.85	▼(2.2%)	$54,913.53	▲3.0%	$57,659.20	▲8.1%
Public Works	Facilities Manager	$ 85,015.27	$90,968.00	▲7.0%	$95,755.79	▲12.6%	$100,543.58	▲18.3%
Public Works	Fleet Manager	$ 87,140.65	$89,886.12	▲3.2%	$94,616.97	▲8.6%	$99,347.81	▲14.0%
Public Works	Journeyman Mechanic	$ 71,562.96	$59,552.30	▼(16.8%)	$62,686.63	▼(12.4%)	$65,820.96	▼(8.0%)
Public Works	Street Operator	$ 50,797.97	$53,109.24	▲4.5%	$55,904.46	▲10.1%	$58,699.68	▲15.6%
Public Works	Streets Manager	$ 87,140.65	$87,367.25	▲0.3%	$91,965.53	▲5.5%	$96,563.80	▲10.8%
Transit	Custodian	$ 43,881.19	$40,337.97	▼(8.1%)	$42,461.03	▼(3.2%)	$44,584.08	▲1.6%
			AVERAGE	▼(3.9%)	AVERAGE	▲1.2%	AVERAGE	▲6.3%

Sample range comparison

Department	Position Title	Current Minimum	Current Midpoint	Current Maximum	Average Minimum	+ / (-) Mkt	Average Midpoint	+ / (-) Mkt	Average Maximum	+ / (-) Mkt
DPW	Public Works Superintendent	$60,401	$77,012	$93,622	$58,969.40	▼(2.4%)	$77,227.86	▲0.3%	$95,486.31	▲2.0%
DTM Administration	Deputy Town Manager	$66,503	$84,906	$103,218	$78,044.02	▲17.2%	$105,118.14	▲23.8%	$132,192.27	▲28.1%
Finance	Accounting Clerk	$29,054	$37,044	$45,034	$31,497.95	▲8.4%	$39,628.54	▲7.0%	$47,759.13	▲6.1%
Multiple	Maintenance Tech	$30,507	$38,896	$47,286	$30,093.88	▼(1.4%)	$39,232.29	▲0.9%	$48,370.70	▲2.3%
PD	Administrative Assistant	$29,054	$37,044	$45,034	$29,886.39	▲2.9%	$39,734.03	▲7.3%	$49,581.66	▲10.1%
PD	Police Captain	$54,786	$69,852	$84,918	$72,314.88	▲32.0%	$92,113.82	▲31.9%	$111,912.77	▲31.8%
PD	Police Lieutenant	$38,935	$49,643	$60,350	$63,244.67	▲62.4%	$81,078.85	▲63.3%	$98,913.03	▲63.9%
PD	Police Officer (Certified)	$35,315	$45,027	$54,739	$43,005.06	▲21.8%	$56,674.39	▲25.9%	$70,343.73	▲28.5%
PD	Police Sergeant	$42,926	$54,731	$66,536	$55,408.63	▲29.1%	$71,788.13	▲31.2%	$88,167.62	▲32.5%
VEHICLE MAINT	Fleet Services Specialist	$33,634	$42,883	$52,132	$32,725.35	▼(2.7%)	$43,147.35	▲0.6%	$53,569.35	▲2.8%
WSM	Meter Reader	$29,054	$37,044	$45,034	$28,098.49	▼(3.3%)	$37,156.08	▲0.3%	$46,213.67	▲2.6%
WTP	Water Plant Operator I, Lead Operator	$37,081	$47,279	$57,476	$43,753.35	▲18.0%	$56,442.19	▲19.4%	$69,131.03	▲20.3%
WTP	Water Plant, Chief Operator	$47,326	$60,341	$73,355	$49,516.74	▲4.6%	$67,088.83	▲11.2%	$84,660.93	▲15.4%
WTP	Water Treatment Plant, Asst Chief Operator	$40,882	$52,125	$63,367	insufficient data		insufficient data		insufficient data	
WWTP	Utility Maintenance Technician	$29,054	$37,044	$45,034	$30,560.55	▲5.2%	$40,599.86	▲9.6%	$50,639.17	▲12.4%
WWTP	Wastewater Plant Operator Class 1, Lead O	$37,081	$47,279	$57,476	$41,756.64	▲12.6%	$54,698.65	▲15.7%	$67,640.65	▲17.7%
WWTP	Wastewater Plant, Chief Operator	$47,326	$60,341	$73,355	$53,549.44	▲13.1%	$68,039.28	▲12.8%	$82,529.12	▲12.5%
					AVERAGE	▲13.1%	AVERAGE	▲14.7%	AVERAGE	▲15.7%

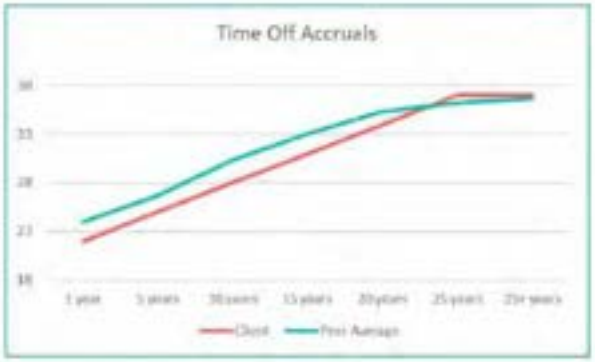
Benefits comparison

In addition to base pay, Baker Tilly's custom market survey will collect data on peer pay plans, pay policies and practices, health insurance, retirement and paid time off, and other supplemental benefits and pay differentials. The benefits results will be compiled, compared to your organization's fringe benefit offerings, and included in the final report.

Sample comparisons









Phase 4

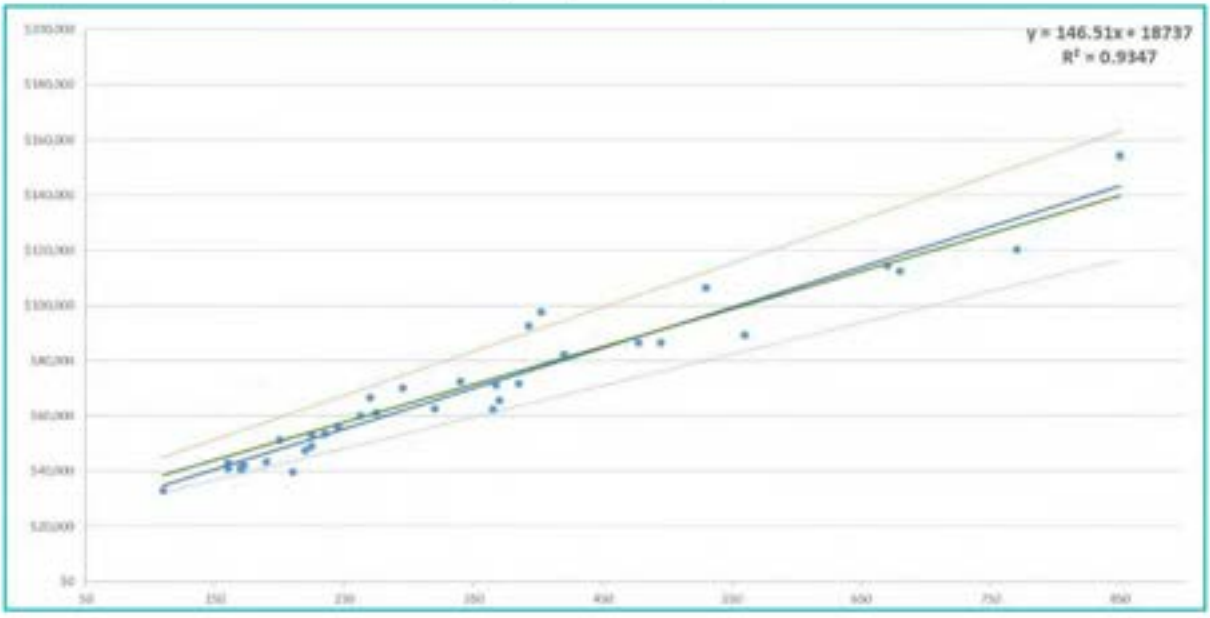
Pay plan development

Baker Tilly will facilitate discussions with the County's project team regarding pay plan design preferences and an approach for classifying positions to the pay plan. Depending on the size of the organization and the diversity of jobs, Baker Tilly may recommend multiple pay structures to assist the County in achieving its compensation philosophy and business needs.

Once pay structures are established, positions will be classified to pay grades, considering internal and external results. More specifically, total scores from the SAFE job evaluation process and market average midpoints will be used in part or whole to assign positions to grades. Some states have legislation that requires the use of one methodology over the other. Either way, Baker Tilly will prepare a regression analysis to test the relationship between the two data sets and assist in identifying outliers.

Baker Tilly will review the preliminary grade assignments with the County's project team and may recommend an additional group review with the County's department heads to collect feedback.

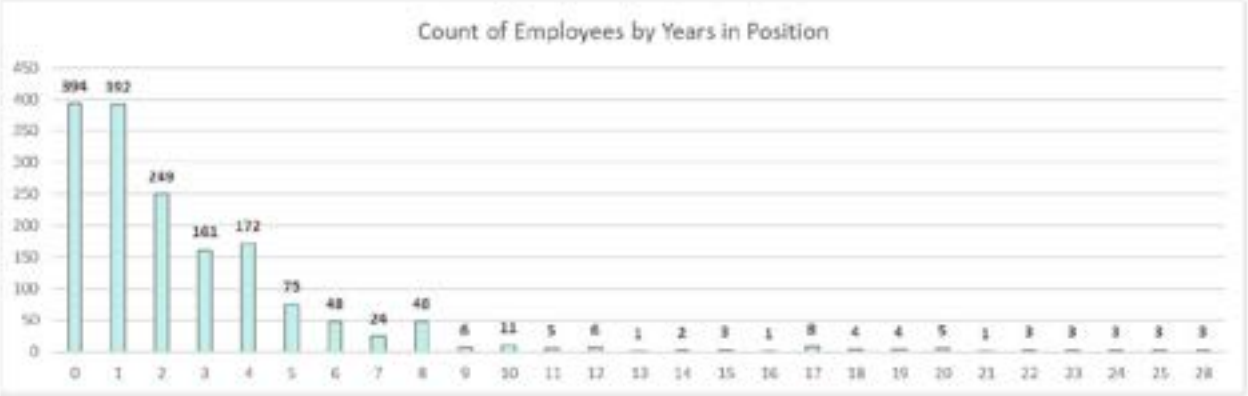
Sample regression analysis



Implementation and costing analysis

The study has focused on the position's value up to this point. Once the grade assignments are finalized, Baker Tilly will estimate the cost for the County to implement the new classification and compensation plan. Criteria to be considered include current salary, time in position, time with the organization, current position within the range, desired market position, pay compression, pay policies that may impact or dictate employee placement, and performance if this is measured. Baker Tilly's standard three scenarios include:

- Moving employees to the minimum if their current salary is below the minimum
- Organization-wide percentage increase
- Adjustment for years in position to assist with pay compression.



Phase 5

Project completion and communication

A final report will be prepared to explain the methodology followed, the results produced, and recommendations to the County based on those results. The report will specifically document position title recommendations, market survey results (average minimum, midpoint and maximum), proposed pay structure(s), recommended grade assignments and implementation costing calculations for each scenario. This report **will not** document or publish employee-specific information.

Our methodology is based on best practices outlined by World at Work and the Society for Human Resources Management (SHRM). We will proudly stand behind your study's results through implementation, including a presentation to the County and senior management.

The County has made an important commitment to its staff by taking steps to undergo a compensation and classification study such as this one. Therefore, Baker Tilly highly recommends presenting the study's results to employees so that they can understand what information was considered and what information was NOT considered and ask any questions they may have about the process and its results.

Finally, Baker Tilly will train the County's human resources staff, who will be responsible for administering and maintaining the new compensation and classification system in the future. Instruction manuals about the SAFE job evaluation system will also be provided.

Ongoing maintenance

While the County's team will be fully trained and able to maintain its new compensation and classification system, Baker Tilly often provides ongoing maintenance to clients after completing a compensation and classification study.
Post-study advisory and maintenance services may include:

• Pay structure updates (research and application)	• Addition of new or revised positions
• Reclassification requests	• New job descriptions
• FLSA status review	• Formal appeals process

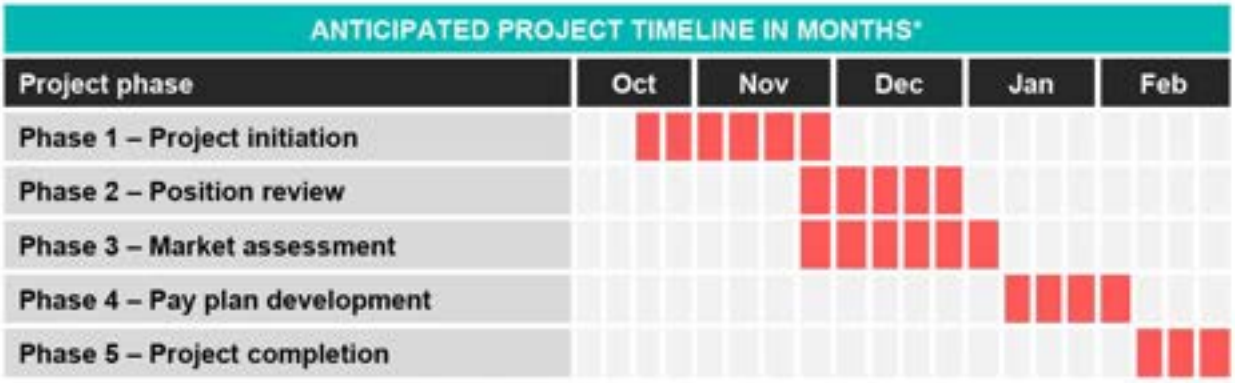
This **is not** included in this project's scope but is recommended if the County might foresee a need to address any of the above-listed tasks through an unaffiliated third party or if the HR staff may need more capacity to manage these requests internally. We recommend establishing a separate scope for ongoing services so that we can tailor a plan to your needs.

c. Timeline – including an overview of project schedule, major phases, and any critical deadlines (include milestones identified in project scope). Timeline should note completion of the final report and presentation.

Co-developing a timeline to meet Ottawa County's deadlines

Baker Tilly is prepared to initiate your compensation and classification within two weeks of receiving the official notice to proceed. You will receive a detailed project schedule at the commencement of your study.

Below is an overview of our customized approach to successfully provide a compensation and classification study to the County. During the client service plan development phase, we will collaborate with you to co-develop an agreed-upon service timeline that meets your needs and timing requirements.



COMMITMENT TO SUCCESSFULLY DELIVER SERVICES TO MEET OTTAWA COUNTY'S REQUIREMENTS

Ottawa County's time is valuable. We will co-develop a timeline to provide services on time or ahead of schedule.

** Please note that there are factors impacting the project schedule that are beyond the consulting team's control, such as holidays that impact office closures; HR operations that take up significant resources such as benefit enrollment, payroll, and budget cycles; as well as client availability to review results and approve the direction of the project. Baker Tilly will promptly advise the County if any factors impact the project timeline.*

b) Describe the implementation plan and process that will be taken to get us started as a client. What is your approach to assisting clients to prepare for a position classification and compensation system study?

Describing the implementation plan and process

Project team. Baker Tilly will work closely with the County's project team and recommends establishing standing 15- to 30-minute bi-weekly meetings for the duration of the project. It may be necessary and/or beneficial to include the County's department heads or supervisors in a review of preliminary grade assignments. Therefore, we ask that the County's project team work with us to facilitate the scheduling of meetings with necessary stakeholders and decision-makers to aid in successfully completing the study.

Data collection. Baker Tilly will prepare a detailed data request outlining what is necessary to perform these services. The data will be requested in a format compatible with Baker Tilly's computer system and project tools (Microsoft Excel and Word). Upon receipt, Baker Tilly will examine the data for missing information and consistency.

Position analysis questionnaires. The price and scope of the project outlined assume the collection of online PAQs for all position titles included in the study. If there are vacancies, absences or employees unwilling or unable to participate, Baker Tilly will work with the County's project team to identify the appropriate alternative staff to submit documentation for those positions.

Salary and benefits data. Baker Tilly's ability to provide fair and defensible recommendations about pay and benefits is contingent upon the availability of that data. Baker Tilly may request the County's project team or leadership to contribute to outreach efforts to collect necessary data from public peer organizations and keep the project on schedule.

Approach to creating employee involvement

Baker Tilly understands the importance of transparency and communication with employees. At the beginning of this study, we will meet with employees to introduce our team, outline the project process, answer questions, and walk employees through the Position Analysis Questionnaire (PAQ) they will be asked to complete, which provides the opportunity for them to provide input, in their own words, about the work they complete in their position. Baker Tilly will also provide the County with memoranda as each project phase is completed, and the County may choose to share this information with employees. Finally, at the conclusion of the study, we are available to present the final report to employees, leaders, and the Board of Commissioners, as appropriate, and answer questions.

c) How will you support strategic conversations with Department Heads, Courts, Elected Officials and the Board of Commissioners?

Supporting strategic conversations

Ottawa County will benefit from strategic discussions through leadership and employee communication meetings. As noted above, we will introduce our team, explain the project process, and answer any questions. Additionally, Baker Tilly will facilitate one-on-one meetings with department heads to ensure each gets an opportunity to communicate any challenges they've faced and/or expectations for the project.

We may recommend including department heads in a review of preliminary grade assignments during phase 4 of the project. This input can be critical to achieving the best results possible and helps establish buy-in across the organization.

With the nature of providing compensation consulting services to local government organizations nationwide, there is an expectation in nearly every project that the final results will be presented to elected officials. We always assume this will be included in the project's scope and are prepared and comfortable to do so.

d) Provide sample analysis, project planning documentation, and any other information that demonstrates your deep knowledge and understanding of all aspects of job classification and compensation systems from an employer and employee perspective.

Providing sample analysis of our previous work

We have provided some samples from reports and data compilation earlier in this section of this proposal. If selected as a finalist for this engagement, we are happy to demo our online PAQ and provide a sample final report.

Sharing our deep knowledge and understanding of job classification and compensation systems

Baker Tilly has provided classification and compensation services to the public sector for over 35 years. We have a lengthy and successful track record working with public sector organizations nationwide on challenging compensation study projects. Ottawa County will benefit from our team's success in collecting data from organizations of all sizes, responsiveness to the needs of elected and appointed officials and exemplary reputation for conducting compensation evaluations in various geographic markets. ***In short, we are a provider of choice for public sector classification and compensation services.***

Our approach to providing compensation-related services is based on best practices outlined by World at Work and the Society for Human Resources Management (SHRM). Our team's certified compensation professionals created our tools and templates for completing project work.

Our SAFE job evaluation system was explicitly designed to measure the internal values of local government jobs. It has been proven to be a fair, objective and defensible process, compliant with state and federal Pay Equity regulations.

We take quality assurance seriously when it comes to conducting our market assessments. Between World at Work and the SHRM, there are published guidelines regarding the selection of appropriate peer organizations, which positions and how many should be selected as benchmarks, determining appropriate market matches, determining the number of matches required, applying data adjustments, calculating market values and how these results are ultimately incorporated or utilized in to pay plans and/or influence grade assignments. We can speak to the best practice guidelines outlined for each aspect and are proud that our process follows all of them.

Finally, our methodology for developing pay plans and making grade assignments is firmly rooted in World at Work's best practices. Because of our depth of knowledge and experience in complying with these guidelines, we can develop a fully customized classification and compensation system that is legally compliant, defensible, and fair and will meet Ottawa County's goals. Our studies are based on the following principles:

- Classification and compensation studies should include employee involvement at every level of the organization.
- Human resources programs play a significant role in an organization's ability to achieve greater operational goals, and compensation is a key aspect of the HR suite.
- Classification and compensation systems are more successful when they take internal equity and external equity into consideration.
- Assigning positions to pay grades should be an objective, defensible and fair process.
- Compensation surveys should include relevant peer organizations that operate similarly to how your organization operates.
- Conclusions about the market are only as good as the data those conclusions are built upon; we know that quality results rest on quality data.

e) Development of final report and executive summary

a. The final report package shall also include a separate executive summary document. The executive summary should focus on key findings and lessons learned from the study, while using accessible language and data visualizations/infographics that help to illustrate key messages

Developing a final report and executive summary

Ottawa County will embark on a journey with Baker Tilly as we conduct your compensation and classification study. The County is encouraged to be involved in significant decisions about preliminary results that will drive the study's final results. However, we understand that your commitment to providing uninterrupted support and services to the community must come first and that the County's project team may not be as available as expected to review and approve information when provided. Baker Tilly is familiar with the ebb and flow of local government operations and will be flexible in coordinating with the County to keep the project on track as much as possible.

Our final report will detail the methodology, analysis, results, and recommendations, including position title recommendations, market survey results (average minimum, midpoint, and maximum), proposed pay structures, recommended grade assignments, and implementation cost calculations. Rooted in the best practices of World at Work and SHRM, our methodology ensures reliable guidance through the implementation phase.

The County's commitment to this project is commendable, and by sharing the study's results with employees, we will foster understanding and open dialogue. Baker Tilly will equip the County's human resources staff with the knowledge and tools to navigate the new compensation and classification system, including instruction manuals for the SAFE job evaluation system.

Unit Five: Project Costs

When we say value, we mean achieving your objectives and imagining new ones. We mean sharing public sector insights, gaining efficiencies and directing our best resources to Ottawa County.

In addition to a total primary project cost, provide a clear summary of the firm's pricing methodology and hourly rates as itemized budget. Describe how project fees and expenses are established, included but not limited to, salaries and wages, associated costs (i.e. office supplies, materials, computer costs and other billable items) and include any proposed / anticipated travel/food/lodging/mileage expenses. Provide also itemized rates by type of service, category, as applicable (i.e. fee for ongoing maintenance of study).

Sharing our transparent fee estimate

The scope we've outlined for Ottawa County is based on what we've learned is important to you. Our hourly rates are set firm-wide by staff level and service. Our fees allow for thorough and insightful advice from experienced professionals without unnecessary add-ons or startup charges.

Baker Tilly will perform the tasks described in this proposal for the County for a fixed professional fee of **$101,700**. This fee is based upon conducting a comprehensive classification and compensation review of approximately 300 positions for 1,300 employees. Additional deliverables are shown in a separate table.

Our fixed price fee (without additional deliverables) equals $78.23 per employee.

COSTING BREAKDOWN	HOURS	PRICE
Project initiation, data collection. Planning meetings with the County's project team, data requests, in-person communication meetings with leadership and employees, and distribution and collection of online PAQs.	~57	$14,300
Position review. Utilizing employee-submitted PAQs to review job titles and recommend adjustments, conduct preliminary job evaluations of all positions, and review and finalize job evaluation designations with the County's project team.	~52	$10,500
Market assessment. Custom market survey distributed to 12 public peer organizations requesting base pay information on 225 positions (75%). Published data from the Bureau of Labor Statistics, Comp Analyst and Economic Research Institute will also be included.	~160	$32,800
Pay plan development. Development of new pay plan(s) and position grade assignments with consideration of internal and external information verified through regression analysis. In-person review of grade assignments with the County's project team and leadership group. Implementation costing analysis across three scenarios.	~99	$33,000
Project completion. Final report and presentation of results to elected officials, senior leadership, employees or designated staff. Delivery of all project documentation and training with HR staff to maintain the new system.	~20	$5,700
Project management	~22	$5,400
TOTAL	**~410**	**$101,700**

OUR TRANSPARENT, FAIR FEE ESTIMATE

Ottawa County can expect a competitive fee arrangement and continuous value.

ADDITIONAL DELIVERABLES	PRICE
Benefits analysis. Includes a collection of pay plans, pay policies, paid time off, health insurance, retirement, and other pay and benefits program information from public peer organizations to compare against the County's offerings.	$5,700

ADDITIONAL SERVICES TO BENEFIT YOU

Ottawa County may benefit from the additional services we offer.

Invoicing for services

Baker Tilly will invoice the County based on the milestones outlined in the cost breakdown. Partial phase billing may occur if a phase's duration exceeds 90 days.

Describing reimbursement for out-of-pocket expenses

Baker Tilly will charge Ottawa County at cost for direct out-of-pocket travel expenses. Expenses for this project are not to exceed $6,500 and would include up to three on-site visits by the consultant, as desired.

Delivering services above the standard — at standard hourly rates

When you need us, we step in to help, even outside the scope of our engagement. If the service you need is out of scope, we'll let you know and get your approval. Whenever possible, we'll give you an estimate in advance, outlining the time and expense we believe we'll need to achieve your objectives.

STANDARD HOURLY RATES	
Staff level	**Hourly rate**
Principal	$560
Managing director/Director	$490
Senior manager	$395
Manager	$305
Senior associate	$245
Associate	$195

DELIVERING BEYOND THE STANDARD

When Ottawa County needs additional services, we're flexible and accessible, standing ready to serve your needs beyond the scope of our engagement.

ADDITIONAL WORK MIGHT INCLUDE BUT IS NOT LIMITED TO:	
• Additional peer organizations	• Additional job audits
• Additional benchmark positions	• Additional on-site meetings
• Additional pay structures	• Additional reports
• Additional implementation scenarios	• Work related to a special request
• Additional job descriptions	• Additional benchmark positions

Preparing a best and final offer

We understand that budget considerations are crucial. While our pricing is fair based on estimated hours, we're flexible. Let's have an open conversation about the advantages and disadvantages of our approach to find a solution to assist your organization in making an informed decision about its compensation and classification, as we have done with other clients.

Our experience has shown that the most significant risk in pricing a study of this nature is Ottawa County's ability to conduct an "apples-to-apples" comparison of the services recommended by different providers. Factors that impact the pricing proposed by responding firms range from variations in approaches to measuring internal equity to quality control standards of market data and even perceived best practices in designing and implementing a pay structure — and how responding firms price those aspects. The Baker Tilly engagement team understands these differences' impact on project deliverables, including the ability to adopt results.

Negotiating mutually acceptable terms and conditions

Notwithstanding anything to the contrary in the RFP, if selected, we will require the ability to propose additional terms and negotiate mutually acceptable revisions to the County's standard contract template, prior to executing a final contract.

Affirming our commitment to Ottawa County

Our team will always look for a better way to help you stay ahead of every curve on our journey together.



ABOVE ALL, OFFERING INFINITE POTENTIAL

Going above and beyond to exceed Ottawa County's expectations is important to us.

County of Ottawa
Fiscal Services - Purchasing

Exhibit C

12220 Fillmore Street | Room 331 | West Olive, MI, 49460
Phone (616) 738-4844
Fax (616) 738-4897

CONTRACTOR INSURANCE REQUIREMENTS

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

COMMERCIAL GENERAL LIABILITY:

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

AUTOMOBILE:

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

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

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

UMBRELLA or EXCESS LIABILITY, AS APPLICABLE:

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

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

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

PROFESSIONAL LIABILITY, AS APPLICABLE:

Limit of Liability:	$2,000,000 Policy-Year Aggregate (if contract is for professional services).

PRIVACY AND SECURITY LIABILITY (CYBER SECURITY), AS APPLICABLE:

Limit of Liability:	$2,000,000 Aggregate Limit

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

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

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

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

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

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

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

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

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

Action Request

Electronic Submission – Resolution #: 2553

Ottawa County
Where Freedom Rings

Committee: FINANCE AND ADMINISTRATION

Meeting Date: 2/11/2025

Requesting Department: FISCAL SERVICES

Submitted By: KAREN KARASINSKI

Agenda Item: 2024 WATER SYSTEM IMPROVEMENT BOND ISSUE

Suggested Motion:

Approve and forward the the Board the resolution to authorize the issuance of not to exceed $37,600,000 principal amount of Ottawa County Water Supply System Bonds, Series 2025 (Wyoming System).

Summary of Request:

The County has a history of collaborating with Public Utilities and the local units to issue County General Obligation bonds to finance water and sewer infrastructure projects. The full faith and credit of the County, supported by the AAA credit rating will save rate payers money by reducing the overall financing costs of a project.

A memo from Pat Staskiewicz, PE., Public Utilities Director to Gary Rosema is attached to provide background and details regarding the Wyoming System specifically. He will be attending the Finance Committee and Board meeting to answer questions.

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

Administration:

Recommended by County Administrator: *Gary A. Rosema* *2/4/2025 12:01:24 PM*

Committee/Governing/Advisory Board Approval Date:

RE: RESOLUTION TO AUTHORIZE THE ISSUANCE OF NOT TO EXCEED $37,600,000
PRINCIPAL AMOUNT OF OTTAWA COUNTY WATER SUPPLY SYSTEM BONDS, SERIES 2025 (WYOMING SYSTEM)

Submitted by Commissioner _____;

Mr. Chairman, Ladies, and Gentlemen:

I offer the following resolution:

WHEREAS, the Board of Commissioners of the County of Ottawa (the "County") previously determined that it is necessary to acquire, construct and finance improvements to the portion of the facilities of the City of Wyoming Water Supply System in which the County has an interest (that portion of the City of Wyoming Water Supply System in which the County has an interest hereinafter referred to as the "System"), in order to promote the health and welfare of the residents served by the System, which improvements shall consist of the first phase of a multi-phased project to extend a third transmission main from the City of Wyoming Donald K Shine Water Treatment Plant to the Gezon Pumping Station, and shall include, without limitation, the construction of transmission main piping and valves from the WTP to approximately 9 miles east, as well as installation of a surge suppression system at said Water Treatment Plant, as well as all work necessary and incidental to these improvements, including without limitation the restoration of property, streets, rights-of-way, and easements affected by the improvements (collectively, the "Project"), through the issuance of bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"); and

WHEREAS, notice of the issuance of the bonds as required by Section 517 of Act 34 was published in the *Grand Rapids Press* on December 3, 2024; and

WHEREAS, the total cost of the Project is estimated to be $36,722,000; and

WHEREAS, the Board of Commissioners has determined to issue bonds and to use the proceeds of the sale of such bonds to finance all or part of the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTTAWA:

1. AUTHORIZATION OF BONDS - PURPOSE. Bonds of the County aggregating the principal sum of not to exceed Thirty-Seven Million Six Hundred Thousand Dollars ($37,600,000) shall be issued and sold in one or more series for the purpose of defraying all or part of the cost of the Project.

2. BOND DETAILS. Each series of bonds shall be designated "Ottawa County Water Supply System Bonds, Series 2025 (Wyoming System)" with such other title or with such additional series designations as may be determined by the County Public Utilities Director (the "Authorized Officer") that the time of sale of the bonds; shall be dated as of the date approved by the Authorized Officer; shall be issued in such aggregate principal amount as determined by the Authorized Officer; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of $5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6.00% per annum as shall be determined by the Authorized Officer; shall be used to pay for such portion of the Project as determined by the Authorized Officer; shall be payable as to interest on such dates as shall be determined by the Authorized Officer; and shall be serial bonds and/or term bonds and mature in such amounts and on such dates and in such years as shall be determined by the Authorized Officer; provided, however, that the final maturity of any series of bonds shall not be later than 21 years after its date of issuance. If requested by the original purchaser of the bonds and determined by the Authorized Officer, the bonds may be issued in the form of a single bond with an exhibit containing the principal maturity amounts and applicable interest rates and due dates.

3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature or otherwise as determined by the Authorized Officer. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the fifteenth day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by wire transfer or by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address or otherwise as determined by the Authorized Officer.

4. PRIOR REDEMPTION. The bonds shall be subject to redemption prior to maturity, if so determined by the Authorized Officer at the time of sale, upon such terms and conditions as may be determined by the Authorized Officer.

5. BOND REGISTRAR AND PAYING AGENT. The Authorized Officer shall designate, and may enter into an agreement with, a bond registrar and paying agent for the bonds which shall be a bank or trust company located in the State of Michigan which is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Authorized Officer from time to time as required may designate a similarly qualified successor bond registrar and paying agent.

6. BOOK-ENTRY SYSTEM. Initially, one fully-registered Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of certificates evidencing the bonds. In such event, the bond registrar and paying agent shall deliver, transfer and exchange such certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver certificates evidencing the bonds in accordance with the procedures established by this Bond Resolution. In the event such certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying

agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the bonds to any Participant having bonds certified to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such bonds and all notices with respect to the bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between the County and DTC. The Authorized Officer is authorized to sign such other documents with DTC on behalf of the County, in such form as the Authorized Officer deems necessary or appropriate in order to accomplish the issuance of the bonds in accordance with law and this Bond Resolution. Notwithstanding any other provision of this Bond Resolution to the contrary, if the Authorized Officer deems it to be in the best interests of the County, the bonds or any series thereof shall not initially be issued through the book-entry-only transfer system of DTC.

7. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The bonds shall be executed in the name of the County by the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent. After the bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the original purchaser upon receipt of the purchase price. Additional bonds bearing the facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the bonds. The bond registrar and paying agent shall indicate on each bond the date of its authentication.

8. EXCHANGE AND TRANSFER OF BONDS. Any bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond.

Each bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered bond and shall authenticate and deliver to the transferee a new bond or bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond. If, at the time the bond registrar and paying agent authenticates and delivers a new bond pursuant to this section, payment of interest on the bonds is in default, the bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____."

The County and the bond registrar and paying agent may deem and treat the person in whose name any bond shall be registered upon the books of the County as the absolute owner of such bond, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 3 of this Bond Resolution shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of bonds which have been selected for redemption.

9. FORM OF BONDS. The bonds shall be in substantially the following form:

[Remainder of page intentionally left blank]

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OTTAWA
OTTAWA COUNTY WATER SUPPLY SYSTEM BONDS, SERIES 2025
(WYOMING SYSTEM)

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP

Registered Owner

Principal Amount

The County of Ottawa, State of Michigan (the "County") acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at _____, _____, _____ the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolutions, and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by wire transfer or by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from _____, 20__ or such later date through which interest has been paid until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of _____ and _____ in each year, commencing on _____, 20___. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of _____ Thousand Dollars ($_____) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the Board of Commissioners of the County and an order executed by the Public Utilities Director of the County (collectively, the "Resolutions") for the purpose of defraying part of the cost of acquiring and constructing water supply system improvements to the portion of the City of Wyoming Water Supply System in which the County has an interest (the "System") to serve the users of the System in the County.

The County has authorized the revenues of the System to be used to pay the principal of and interest on the bonds when due. In addition, the County has irrevocably pledged its full faith and credit for the prompt payment of the principal of and interest on the bonds as the same become due. The principal of and interest on the bonds are payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal of and interest on the bonds, together with taxes levied for the same year, shall not exceed the limit authorized by law.

This bond is transferable, as provided in the Resolutions, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolutions, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

[MANDATORY PRIOR REDEMPTION

Bonds maturing in the year _____ are subject to mandatory prior redemption at par and accrued interest as follows:

Redemption Date	Principal Amount of Bonds to be Redeemed

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.]

OPTIONAL PRIOR REDEMPTION

Bonds maturing prior to _____ 1, 20__, are not subject to optional redemption prior to maturity. Bonds maturing on and after _____ 1, 20__, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any one or more dates on and after _____ 1, 20__. Bonds of a denomination greater than $5,000

may be partially redeemed in the amount of $5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption without premium.

Not less than thirty days but not more than sixty days' notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of said County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Ottawa, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairman of the Board of Commissioners and the County Clerk. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF OTTAWA

By:_____
County Clerk

By:_____
Chairman,
Board of Commissioners

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolutions.

_____
Bond Registrar and Paying
Agent

By:_____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

End of Bond Form

10. SECURITY. It is expected that the principal of and interest on the bonds will be paid from revenues of the System, and such revenues are hereby authorized to be used for such purpose. In addition, the full faith and credit of the County are pledged hereby to the payment of the principal of and interest on the bonds authorized by this Bond Resolution. Each year the County shall include in its budget as a first budget obligation an amount sufficient to pay such principal and interest as the same shall become due. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal of and interest on the bonds, together with the taxes levied for the same year, shall not exceed the limit authorized by law. To the extent that the revenues of the System are insufficient to pay the principal of and interest on the bonds, the proceeds of such taxes (both current and delinquent) shall be deposited as collected into the principal and interest fund established in Section 12 hereof, and until the principal of and the interest on the bonds are paid in full, such proceeds shall be used only for payment of such principal and interest.

11. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the bonds, or any portion thereof, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such bonds or portion thereof and the owners of such bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on such bonds or portion thereof from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

12. PRINCIPAL AND INTEREST FUND. There is hereby established for the bonds a Principal and Interest Fund. From the proceeds of the sale of the bonds there shall be set aside in the Principal and Interest Fund any premium as determined by the Authorized Officer and any accrued interest received from the purchaser of the bonds at the time of delivery of the same. Funds of the County to be used to pay the principal of and interest on the bonds when due shall be placed in the Principal and Interest Fund and so long as the principal of or interest on the bonds

shall remain unpaid, no moneys shall be withdrawn from such Principal and Interest Fund except to pay principal of and interest on the bonds.

13. CONSTRUCTION FUND. The remainder of the proceeds of the sale of the Bonds shall be set aside in a Construction Fund for the Project and used solely to defray all or part of the cost of the Project. Any unexpended balance of the proceeds of the sale of the bonds remaining in the Construction Fund after completion of the Project shall be deposited in the Principal and Interest Fund established in Section 12 hereof.

14. ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimated period of usefulness of the Project is hereby determined to be not less than thirty (30) years and upwards, and the plans for and the estimated cost of the Project in the amount of $36,722,000 are hereby approved.

15. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the bonds shall be subject to permission being granted therefor by the Department of Treasury of the State of Michigan pursuant to Act 34, and the Authorized Officer is authorized and directed, if necessary, to make application to the Department of Treasury for permission to issue and sell the bonds as provided by the terms of this Bond Resolution.

16. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The bonds shall be sold at a competitive sale as hereinafter provided. The Authorized Officer is hereby authorized to approve an Official Notice of Sale for the bonds and publish the same in accordance with law in *The Bond Buyer* at least seven days before the date set for the sale of the bonds. Sealed bids for the purchase of the bonds shall be received up to such time as shall hereafter be determined by the Authorized Officer. Following the receipt of bids for the bonds, the bonds shall be awarded to the successful bidder therefor pursuant to an order to be executed by the Authorized Officer at the time of sale of the bonds, which order shall set forth, with respect to the bonds, the principal amount, principal maturities and dates, interest rates and interest payment dates, redemption provisions, if any, and purchase price to be paid by the successful bidder, as well as such other terms and provisions as the Authorized Officer determines to be necessary or appropriate in connection with the sale of the bonds. The Authorized Officer is hereby authorized, in consultation with bond counsel and the County's municipal advisor, to waive any nonconformities to the Official Notice of Sale, if determined by

the Authorized Officer to be in the best interest of the County and provided that the bid with any such nonconformities otherwise conforms to the parameters set forth in this Bond Resolution.

The Authorized Officer and other appropriate County officials are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the bonds in accordance with the provisions of this Bond Resolution. In making determinations in the order awarding the bonds with respect to principal maturities and dates, interest rates, purchase price of the bonds, the Authorized Officer shall be limited as follows:

(a) The interest rate on any bond shall not exceed 6.00% per annum.

(b) Any bond subject to optional redemption shall bear interest at a minimum coupon rate of 4.00% per annum.

(c) The purchase price of the bonds shall not be less than 100% of the principal amount thereof.

(c) The final maturity date of the bonds shall not be later than 21 years after the date of issuance of the bonds.

17. REPLACEMENT OF BONDS. Upon receipt by the Authorized Officer of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Authorized Officer, the Authorized Officer may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the Authorized Officer may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent, for each new bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any bond delivered pursuant to the provisions of this Section 17 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

18. TAX COVENANT. The County covenants to comply with all applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Authorized Officer and other appropriate County officials are authorized to do all things necessary (including the making of such covenants of the County as shall be appropriate) to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes.

19. QUALIFIED TAX EXEMPT OBLIGATIONS. If determined by the Authorized Officer at the time of sale, all or part of the bonds may be deemed designated as Qualified Tax Exempt Obligations as described in Section 265(b)(3)(B) of the Code.

20. OFFICIAL STATEMENT. The Authorized Officer is authorized to cause the preparation of an official statement or other offering document for the bonds for the purpose of enabling compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule"), and to do all other things necessary to enable compliance with the Rule. After the award of the bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidders to enable such successful bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

21. CONTINUING DISCLOSURE. The County Treasurer is hereby authorized, if necessary, to execute and deliver in the name and on behalf of the County (i) one or more certificates of the County to comply with the requirements for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate(s) from time to time in accordance with the terms of such certificate(s) (the certificate(s) and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

22. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

AYES: _____

_____

NAYS: _____

ABSENT: _____

RESOLUTION ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF OTTAWA)

I hereby certify that I am the County Clerk of the County of Ottawa, State of Michigan, and that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of said County at a regular meeting held on _____, 2025, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

_____
County Clerk
County of Ottawa

4860-5112-4196 v1 [9232-204]

OTTAWA COUNTY ROAD COMMISSION
Since 1911

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

MEMORANDUM

To: Mr. Gary Rosema, Interim County Administrator

From: Patrick J. Staskiewicz, P.E., Public Utilities Director

Date: January 30, 2025

Re: Wyoming Water System: 2024 Water System Improvements Bond Issue

On November 26, 2024, the Ottawa County Board of Commissioners approved the financing of the 2024 Water System Improvements (Project) for the Wyoming Water System. To maintain the financing schedule, we needed to complete the following two tasks.

First, a 45-day referendum period is required when selling bonds. The referendum is initiated by publishing a Notice of Intent to Issue Bonds in the local newspaper. The notice was published on December 3, 2024, and the 45-day referendum period has expired. We did not receive any challenges to the bonding during the referendum period.

Second, we needed to create a new agreement with the local units. The bonds will be issued under Act No. 34, Public Acts of Michigan, 2001, as amended, and the principal of and interest on the bonds are expected to be paid from revenues of the System. Since we have traditionally used Act 342 to finance, which requires a separate contract for each project, we needed to create a new agreement. The 2024 Water Supply System Improvement Agreement (Agreement) is structured to be a global agreement that can be used for this Project and for future projects. All nine municipalities have approved the Agreement, and the Road Commission is scheduled to approve the Agreement on February 6, 2025.

We would like to schedule the final phase of approval by the Ottawa County Board of Commissioners. Can you please place this item on the agenda for the February 11 Finance and Administration Committee meeting? Pending their review and approval, we ask that the Board consider this item at their February 25 meeting. With the support of the Board, we will need to immediately proceed with financing, which is currently scheduled for March 18.

Authorization to Issue Bonds

Enclosed please find a resolution that will authorize the issuance of the bonds. The total authorized amount is $37.6 million dollars. I will be designated as the Authorized Officer for the County as the Public Works Agent. The remaining bond details are provided in the resolution.

I plan to present the resolution to the Committee and Board and will be prepared to address any questions related to the Project and this resolution. Since there are a few new County Commissioners and since this topic is new to you, I have included some background information on the Wyoming Water System and the Project. The Project has already been bid and awarded, so I have also included a map that details the route and the construction schedule.

Background Information on the Wyoming-Ottawa County System

The City of Wyoming – Ottawa County Water System was established in 1964 and provides water supply for the Ottawa County Townships of Georgetown, Holland, Jamestown, Zeeland, Park, Olive, Blendon, Port Sheldon and the City of Hudsonville. The City of Wyoming provides water to itself, and the Kent County communities of the Cities of Grandville and Kentwood, and the Townships of Byron and Gaines.

The original system consisted of an intake and pumping station, a 32 million gallon per day water treatment plant, all located in Park Township, and a water transmission main in New Holland Street. Additional plant expansion in 1972 increased the capacity to 64 million gallons per day (mgd). A major expansion project in 1988 increased capacity to 90 mgd as well as constructing a parallel water transmission main in Ransom Street part way across the County. This pipeline was completed into the City of Wyoming in 1995. In 2002, the plant capacity was increased to 120 mgd, but the raw water system was limited to 110 mgd. In 2016, limitations to high service pumping capacity were identified and the Wyoming capacity was reduced to 104 mgd.

Ottawa County currently has 43% beneficial ownership in the Wyoming Water System. We are required to contribute funds for our share of major capital improvements, such as this Project.

2024 Water System Improvements

The 2024 Water System Improvements is the first phase of a multi-phased project to extend a third transmission main from the City of Wyoming Donald K Shine Water Treatment Plant to the Gezon Pumping Station. The first phase consists of the construction of transmission main piping and valves from the WTP to approximately 9 miles east, as well as installation of a surge suppression system at the Water Treatment Plant, as detailed in the attached map. This Project will increase System capacity to approximately 115 mgd. The Project includes the following:

- 64,000 feet of 60-, 54-, 48-, and 42-inch water transmission main
- 400 feet of trenchless casing installation beneath Railroad and Highway
- Ten 42-inch and greater ball and butterfly valves
- Cathodic protection system to prevent pipe corrosion
- 28,000 feet of asphalt road reconstruction
- 22,000 feet of gravel road reconstruction
- Five 32,000-gallon hydro-pneumatic surge tanks
- Yard and pipe gallery piping and valving, mechanical, and electrical as necessary to support surge tanks
- Surge tank building enclosure

The cost of the Project is as follows:

Third Transmission Main:		
Phase One Construction	$	61,200,000.00
Engineering, Administration and Contingencies	$	15,300,000.00
Surge Suppression System:		
Construction	$	7,100,000.00
Engineering, Administration and Contingencies	$	1,800,000.00
Total Project Cost	$	85,400,000.00
Ottawa County 43% Allocation of Project Cost	**$**	**36,722,000.00**
Surplus funds on hand	$	1,451,914.75
Remaining to allocate	**$**	**35,270,085.25**
Ottawa County Project Cost	$	35,270,085.25
Less Cash Contribution - City of Hudsonville	$	1,343,278.60
Ottawa County Project Cost to Finance	$	33,926,806.65
Rounding	$	1,193.35
Ottawa County Cost of Issuance	$	327,000.00
Underwriter's Discount	$	550,000.00
Ottawa County - Total Financed Cost	**$**	**34,805,000.00**
Amount of Bonds to be Issued	**$**	**34,805,000.00**

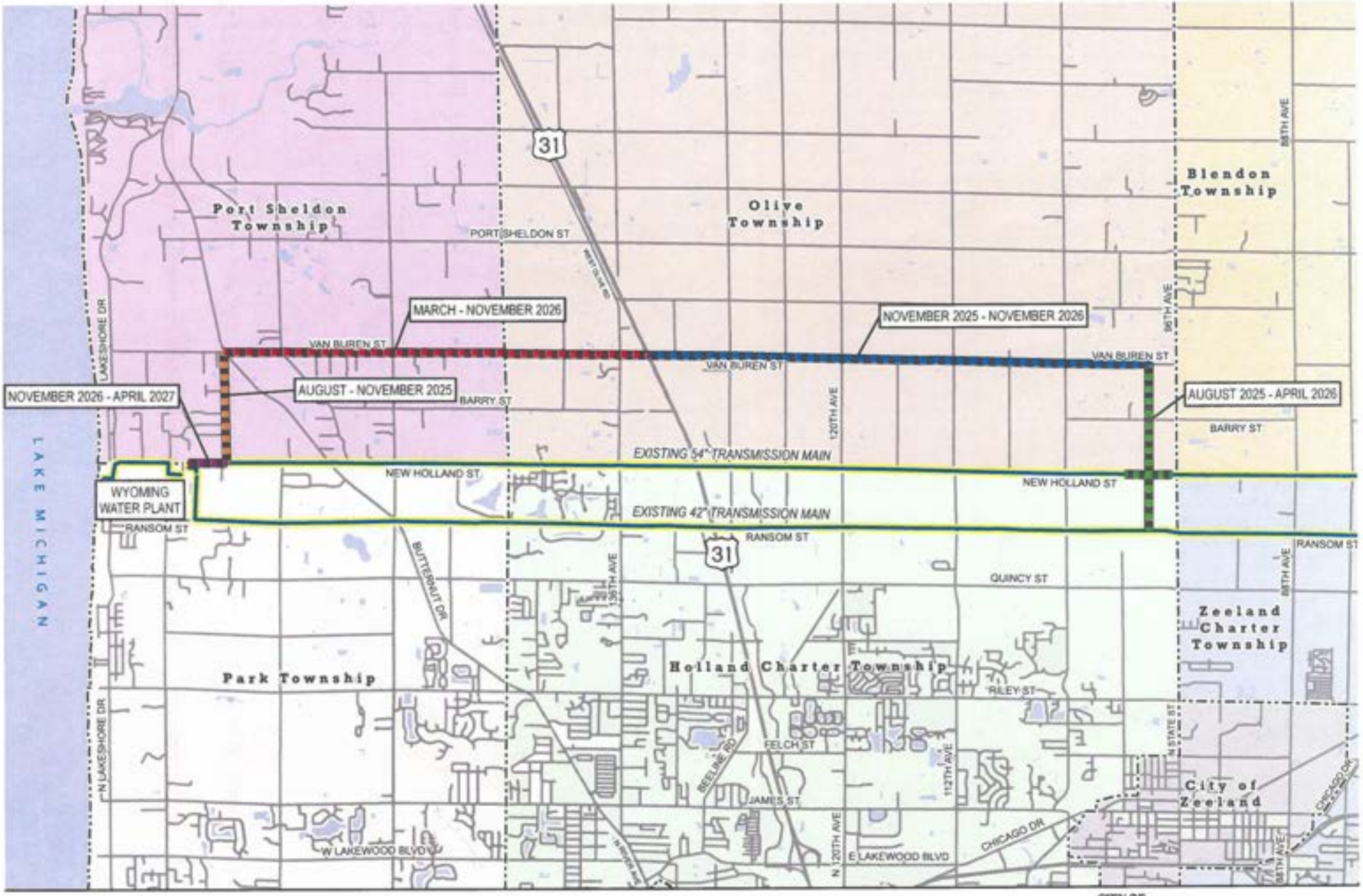
Rate Impact

This new bond issue will add about $2,670,000 per year to the annual debt requirements. The impact of this Project will be an increase in the wholesale water rate of about $0.40 per 1000 gallons, or approximately $35 per year for the average residential customer. This rate increase would take place on July 1, 2025.

Attachments

Attached to this memorandum are the following:

1) The Project map.
2) The resolution authorizing the bond issue.



LEGEND

Estimated Construction Dates

- August - November 2025
- August 2025 - April 2026
- March - November 2026
- November 2025 - November 2026
- November 2026 - April 2027

SCALE: 1" = 6,000'

CITY OF

WYOMING

THIRD TRANSMISSION MAIN

Prein&Newhof

2180630

Action Request

Electronic Submission – Contract # 2532

Ottawa County
Where Freedom Rings

Committee: FINANCE AND ADMINISTRATION

Meeting Date: 2/11/2025

Vendor/3rd Party: MERS

Requesting Department: HUMAN RESOURCES

Submitted By: ZAC VANOSDOL

Agenda Item: MERS DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners the request to approve and to sign the MERS Defined Contribution Plan Adoption Agreement for the judges division.

Summary of Request:

In 2012 and 2013, Ottawa County closed Defined Benefit plans and moved to Defined Contribution plans for new employees. Due to judge election cycles, the MERS division for judges was not closed at that time. Approval of this motion authorizes the closure of the Defined Benefit plan to new judges and a defined contribution plan will be offered instead, with a mandatory 6% employee contribution and 8% employer contribution. The new plan for judges is the same benefit structure that is offered to other elected officials and employees.

Financial Information:

Total Cost: $0.00	General Fund Cost: $0.00	Included in Budget:

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator: *1/17/2025 9:59:08 AM*

Committee/Governing/Advisory Board Approval Date: 2/11/2025

MERS Defined Contribution Plan Adoption Agreement

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmich.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name Ottawa County **Municipality #:** 7003

Division name Judges

Note: This division should reflect how you currently define employees who are eligible to participate, for example, All full-time Employees, New hires after 1/1/2019, etc.

II. Effective Date

Check one:

A. ☒ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of March, 20 25.

- ☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):
  - ☐ Vesting credit from date of hire ☐ No vesting credit
- ☒ This division is for new hires, rehires, and transfers of current Defined Benefit* division # 13 and/or current Hybrid division # N/A

For divisions that are closing or freezing with or without conversion, the Employer must complete the *Addendum for Plan Freeze, Closure and Conversions*

B. ☐ If this is an **amendment** of an existing Adoption Agreement (existing division number _____), the effective date shall be the first day of _____, 20____.
Note: You only need to mark ***changes*** to your plan throughout the remainder of this Agreement.

C. ☐ If this is to **separate employees** *from an existing Defined Contribution division* (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.

D. ☐ If this is to **merge division(s)** _____ into division(s) _____, the effective date shall be the first of _____, 20____.

E. ☐ If this is an amendment to close Defined Benefit division(s) #_____ or Hybrid division(s) _____ with new hires, rehires, and transfers going into existing Defined Contribution division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit or Hybrid division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. If an employee classification is **included** in the plan, then employees that meet this definition are required to participate in the plan and earn time toward vesting. All eligible employees must be reported to MERS reported to MERS and earn time toward vesting. Some excluded classifications require additional information below. Please describe the specific classifications that are eligible for MERS within this division:

Judges Elected on or after 04/01/2025

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees:** ☐ Yes ☑ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	☐	☐	☑
Part-Time Employees: Those who regularly work fewer than _____ per _____	☐	☐	☑
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	☐	☐	☑
Voter-Elected Officials	☑	☐	☐
Appointed Officials: An official appointed to a voter-elected office	☑	☐	☐
Contract Employees	☐	☐	☑
Other: _____	☐	☑	
Other 2: _____	☐	☑	

Probationary Periods (select one):

☐ Contributions will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, contributions will not be reported and service toward vesting will begin when probationary period has ended.
The probationary period will be _____ month(s).
Comments:

☑ Contributions will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages and any associated contributions must be submitted to MERS.

IV. Provisions

1. Leaves of Absence

Regardless of whether an employee is earning a wage while on the following types of leave:

- Third-party wages are not used in determining contributions for periods of leave.
- Vesting under elapsed time continues to accrue even if wages are not earned and contributions are zero.

Note: Employers who determine vesting based on an "hours-reported" method, should report actual worked hours for the month where there was a leave.

Types of leave include:

- Short Term and Long Term Disability
- Workers Compensation
- Unpaid Family Medical Leave Act (FMLA)

Leaves of absence due to military service are governed by the federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Contribution as applicable.

2. Definition of Compensation

The Definition of Compensation selected must be used when determining both employer and employee contributions. Employers may include wage information along with employee and employer contributions when submitting wage/contribution reports to MERS.

Select your Definition of Compensation:

☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages

Click here to view details of Base, Box 1, and Gross Wages

☉ Custom Definition

(To customize your definition, please complete the Custom Definition of Compensation Addendum.)

3. Forfeiture

A forfeiture occurs when a participant separates from employment prior to meeting the associated elapsed time (or hours reported) to receive vesting. The percentage of his/her employer contribution account balance that has not vested as of the date of termination will forfeit after 12 consecutive months following the termination date reported by the employer, or earlier, if the System distributes the participant's vested portion. MERS will utilize any available forfeiture balance as an automatic funding source applied to reported employer contributions at the time of reporting.

4. Vesting

Vesting will be credited using (check one):

◉ Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.

☐ Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

Vesting schedule will be (check one):

☐ Immediate

☐ Cliff vesting (fully vested after a specified number of years, not to exceed 15 years) will be ___ years.

☗ Graded Vesting (the % of vesting acquired after employment for the designated number of years, not to exceed 10 years; or, where full vesting is attained between 10 and 20 years, graded vesting must commence no later than 3 years of service)

% Vested	Years of Service
50%	3
75%	4
100%	5

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) 60
If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

5. Contributions

a. **Contributions will be submitted** (check one)**:**
Contributions will be remitted according to Employer's "Payroll Period" which represents the actual period amounts are withheld from participant paychecks, or within the month during which amounts are withheld.

☐ Weekly
☗ Bi-Weekly (every other week)
☐ Semi-Monthly (twice each month)
☐ Monthly

b. **Employer Contributions**
Required Employee Contributions and Employer Contributions are outlined using associated *Contribution Addendum for MERS Defined Contribution (MD-073)*.

c. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

6. Loans: ☐ shall be permitted ☗ shall not be permitted
If Loans are elected, please refer to the *Defined Contribution & 457 Loan Addendum*.

7. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of this Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Ottawa County (Name of Approving Employer) on the _____ day of _____, 20____.

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____ (Authorized MERS Signatory)

Customized Definition of Compensation Addendum

(MERS Defined Benefit, Defined Contribution, Hybrid, or 457)

MERS
Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711 www.mersofmich.com

If you choose to customize your Definition of Compensation as part of your MERS plan provisions, you must select boxes in each section you would like to include. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages (paid time, or time as though working, within the pay period)

- [x] Salary or hourly wage X hours
- [ ] PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)
- [ ] On-call pay
- [ ] Other: _____

Other Wages apply: YES ☐ NO ☐

- [ ] Shift differentials
- [ ] Overtime
- [ ] Severance issued over time (weekly/bi-weekly)
- [ ] Other: _____

Lump Sum Payments apply: YES ☐ NO ☐ (check all that apply)

- [ ] PTO (Paid Time Off)
- [ ] Vacation
- [ ] Personal
- [ ] Longevity
- [ ] Bonuses
- [ ] Merit pay
- [ ] Sick payouts
- [ ] Comp time
- [ ] Annual holiday pay
- [ ] Hazard pay
- [ ] Job certifications
- [ ] Educational degrees
- [ ] Moving expenses
- [ ] Severance
- [ ] Other: _____

Taxable Payments apply: YES ☐ NO ☐

- [ ] Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)
- [ ] Prizes, gift cards
- [ ] Personal use of a company car
- [ ] Car allowance
- [ ] Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☐

- [ ] Gun, tools, equipment, uniform
- [ ] Phone
- [ ] Fitness
- [ ] Mileage reimbursement
- [ ] Travel through an accountable plan (i.e. tracking mileage for reimbursement)
- [ ] Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☐

- [ ] 457 employee and employer contributions
- [ ] 125 cafeteria plan, FSAs and HSAs
- [ ] IRA contributions
- [ ] Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☐

- [ ] Health plan, dental, vision benefits
- [ ] Workers compensation premiums
- [ ] Short- or Long-term disability premiums
- [ ] Group term or whole life insurance < $50,000
- [ ] Other: _____

Mandatory Contributions apply: YES ☐ NO ☐

- [ ] Defined Benefit employee contributions
- [ ] MERS Health Care Savings Program employee contributions
- [ ] Other: _____

Taxable Fringe Benefits apply: YES ☐ NO ☐

- [ ] Clothing reimbursement
- [ ] Stipends for health insurance opt out payments
- [ ] Group term life insurance > $50,000
- [ ] Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☐

- [ ] Workers compensation settlement payments
- [ ] Other: _____

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)

MERS Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 www.mersofmich.com

This is an Addendum to the Adoption Agreement completed by Ottawa County
Name of Participating Employer

for the following:

Judges
Employee Group Name

Division Code: _____

The Addendum accompanies the MERS 401(a) Defined Contribution (DC) Adoption Agreement. Please complete this addendum for each contribution structure associated with the covered employee group.

Section 1: Matching Contributions

The Participating Employer will make matching contributions into the DC Plan based on

(CHECK ALL THAT APPLY):

- ❒ Employee's MERS 457 program election
- ❒ Employee's non-MERS 457 program election
- ❒ Employee's one-time election of MERS Defined Contribution required employee contributions
- ❒ Other _____

For each payroll period in which employee contributions described in Section 1 are made, the Participating Employer will contribute _____% of the employee contribution amount.

For example, if an Employer elects a 50% match, then for every 1% the participant defers to the Program, the Employer will contribute 0.5% to the Program.

Employer Cap: The Employer elects the following matching contribution cap:

- ❒ **Percentage Cap:** In no event will matching contributions made on behalf of a participant exceed _____% of the participant's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement. Match cannot exceed 100% of participant's income.
- ❒ **Flat Dollar Cap:** In no event will matching contributions made on behalf of a participant exceed a flat dollar amount equal to $_____ per _____.

Contribution Addendum for MERS Defined Contribution (and DC portion of Hybrid)

MERS Municipal Employees' Retirement System

1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 www.mersofmich.com

Section 2: Required DC Contributions

Select one:

☐ Employees are required to contribute per pay period: 6% _____ (specify $ or %)

☐ Range from _____ to _____ (specify $ or %) per pay period

- ☐ Employee contributions must be in whole numbers
- ☐ Employee contribution election may be in increments of _____% (for example, 0.5% increments)

☐ Choice of contribution amounts per pay period:

Employee Contribution ($ or %)	Employer Contribution ($ or %)

The Employer designates _____ (specify $ or %) as the default contribution

Federal law requires employees only be offered a contribution choice at the time of first eligibility. Therefore, the default will apply when an eligible employee fails to make an election prior to the first payroll reporting in which they qualified for the plan, and those employees who are transferred, rehired, or previously covered under a non-MERS plan.

Direct Required Employee Contributions: ☐ Pre-tax ☐ After-tax

Section 3: Non-Matching Contributions

The Employer hereby elects to make contributions to the participants' accounts without regard to a participant's contribution amount (check all that apply):

☐ **Annual:** A one-time annual contribution of $_____ or _____% of compensation per participant.

☑ **Pay Period:** $ _____ or 8 _____% of compensation per participant for each payroll period.

☐ **One time:** $ _____.

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	02/11/2025
Requesting Department:	Administration
Submitted By:	Zac VanOsdol
Agenda Item:	Increase FTE of Corporate Counsel Administrative Assistant position

Suggested Motion:

To approve and forward to the Board of Commissioners the request from Administration to increase the Corporate Counsel Administrative Assistant position to 1.0 FTE at a cost of $1,996.

Summary of Request:

The number of FOIA requests has significantly increased, resulting in a higher volume of work. Managing and processing each request requires considerable time and attention, including document retrieval, review, redactions, and preparing responses in compliance with legal timelines. This increase in requests necessitates more working hours to meet the demands.

The complexity of the requests has also grown. Many requests involve a wider range of documents, more intricate legal considerations, and potentially larger data sets that require thorough evaluation and redactions to protect sensitive information. This adds a significant amount of time to each request, which is difficult to be efficiently handled within the current workload.

To properly support Administration and Corporate Counsel, it is requested to increase the Administrative Assistant position from part-time 30 hours a week to full-time at a cost of $1,996.

This motion authorizes an appropriation from general fund contingency to fund the position.

Financial Information:

Total Cost:	$1,996.00	General Fund Cost:	$1,996.00	Included in Budget:	☐ Yes	☑ No	☐ N/A

If not included in budget, recommended funding source:

General fund contingency and to be included in FY26 budget

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.

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:

ated Costs per Deductions/Reclassification-Corporate Counsel	02/04/2025	FTE	Wages	Benefits	Total Cost
Current- PARALEGAL-Grade 9-Step 7	Unclassified	0.75	$58,144.58	$40,615.47	$98,760.05
Downgrade to Admin Assistant Grade 7 -Step 1	Unclassified	0.75	$39,000.31	$33,857.10	$72,857.42
				Savings	$25,902.63
Admin Asst 0.75 FTE	Unclassified	0.75	$39,000.31	$33,857.10	$72,857.42
Increase FTE to 1.0	Unclassified	1	$52,000.52	$44,763.55	$96,764.07
				Cost	$23,906.65
				Total	$1,995.98

Action Request

Committee:	Finance and Administration Committee
Meeting Date:	02/11/2025
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	FY25 Budget Adjustments

Suggested Motion:

To approve and forward to the Board of Commissioners FY2025 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:	General Fund Cost:	Included in Budget:	☐ Yes	☑ No	☐ N/A
$0.00	$0.00				

If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.
Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.
Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: ☑ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

	Fund	Department	Explanation	Revenue	Expense
2025					
01-635	Parks & Recreation	Parks Department	In accordance with the Municipal Civil Infractions Bureau Policy, Treasurer is matching the revenues and expenses associated with Motor Vehicle Pass infraction citations. Expenses need to be rebudgeted out of Parks and into Treasurer. Revenues were budgeted in the FY25 Budget Adoption.		$ (4,074)
	General Fund	Treasurer			$ 4,074
04-686	Landfill Tipping Fees	Public Health	This amendment is appropriating fund balance in order to address increased demand for services and rising costs from service providers. The additional funds are necessary to create requisitions and maintain uninterrupted service delivery.		$ 40,000
04-572	General Fund	Treasurer	This amendment appropriates expense budget from contingency for the procurement of a new investment software for the Treasurer's Office.		$ 22,000
		Contingency			$ (22,000)
04-881	Sheriff Contracts	Sheriff	This amendment is recognizing revenue and appropriating expense for the addition of a Flock Camera purchase to the Tallmadge Township contract.	$ 8,500	$ 8,500
04-1074	Other Governmental Grants	CAA - Department of Energy Weatherization Assistance Program	This amendment adjusts revenue and expense to match the updated award for the *Weatherization Assistance Program Grant* . This grant money is used to weatherize homes of lower income customers and promote energy efficiency. Total Grant Award: $499,653 Grant Period: 7/1/24-6/30/25	$ 270,030	$ 270,030
04-1142	General Fund	Water Resources	This amendment is recognizing revenue and appropriating expense for donations and costs of this year's Water Quality Forum.	$ 14,500	$ 14,500
04-1172	Health Fund	Public Health	This amendment budgets revenue and expense for a new grant award, *ELC Infection Prevention and Healthcare-Associated Infections Response Support* . The program supports collaborative efforts with MDHHS to improve the knowledge of infection prevention and control (IPC) and healthcare-associated infection (HAI) investigations and response, thereby increasing statewide public health capacity to support congregate care settings. The grant funds will be used for payroll, indirect costs, travel, professional development, and operation supplies related to IPC and HAI. See attached supporting documentation. Grant Period: FY25	$ 900,000	$ 900,000
04-1277	General Fund	Clerk/ROD	This amendment reappropriates excess budget from the completed Granicus software contract to General Fund Contingency.		$ (28,000)
		Contingency			$ 28,000
04-1311	Health Fund	Public Health	This amendment budgets revenue and expense for a new grant award, *Strengthening Public Health Workforce and Infrastructure in Michigan* . The program supports public health infrastructure needs in local jurisdictions related to the public health workforce, foundational capabilities, and data modernization. The grant funds will be used for physical infrastructure repairs and improvements at the Public Health Building C location. See attached supporting documentation. Grant Period: FY23-FY27	$ 704,738	$ 704,738
04-1425	Other Governmental Grants	CAA - Energy Optimization	This amendment adjusts revenue and expense to projected usage of the *Energy Optimization Rebate Program* . This program provides weatherization assistance to low-income residents. Applications are trending higher than expected and this amendment will support the remaining work for FY25.	$ 100,000	$ 100,000
04-1427	Health Fund	Public Health	This amendment adjusts revenue and expenses to match the award of the Michigan Association for Local Public Health grant, *Local Health Department Staff Wellbeing* mini-grant program.	$ (300)	$ (300)
05-04	General Fund	Sheriff	This amendment budgets revenue and expense for the *Local Assistance and Tribal Consistency Fund Grant* . The grant funds will be used for the emergency purchase of an industrial kettle in the jail kitchen.	$ 50,854	$ 50,854

PROJECT: ELC Infection Prevention and Healthcare-Associated Infections Response Support

Start Date: 10/1/2024
End Date: 9/30/2025

Project Synopsis:

This project is supported by Epi Lab Capacity (ELC) COVID-19 Supplemental funding. To utilize these funds, Local Health Departments (LHD) must participate in collaborative efforts with MDHHS to improve the knowledge of infection prevention and control (IPC) and healthcare-associated infection (HAI) investigations and response, thereby increasing statewide public health capacity to support congregate care settings with IPC practices.

Reporting Requirements (if different than contract language)

Submit a quarterly report to the Healthcare-Associated Infections Section, Infection Prevention (IP) Unit on Infection Prevention and/or HAI-related activities that have occurred within their jurisdiction over the specified reporting period. MDHHS will provide a reporting template.

- For LHDs who completed MI-ECHO (2023-2024) and conducted an Infection Prevention onsite visit (or Infection Control Assessment Response – ICAR), please submit information via https://mdhhscd.qualtrics.com/jfe/form/SV_73acnAtD2MuHJNI.

Allowable expenses for local health departments:

1. Funding can be used to support:

    a. Staffing
    b. Personnel time
    c. Equipment and/or supplies (PPE)
    d. Resources (guidelines, texts, journals)
    e. Travel expenses
    f. Professional Development

2. Support of staff cross-trained in other communicable disease investigation activities such as:

    - Healthcare-associated and antibiotic-resistant organisms,
    - Sexually transmitted infection and

- HIV partner services,
- Hepatitis C infection,
- Foodborne outbreak response,
- Tuberculosis investigations,
- Other infections/investigations that can benefit from infection prevention support

3. Coordination of supportive services
4. Activities to promote IP and HAI education and outreach
5. Workforce development and training, including conference fees, registration, and associated travel.

Funding cannot be used for clinical care or research.

Additional Requirements:

The local health department will:

- Designate primary and alternate representatives responsible for participating in this project.

- Participate in routinely scheduled meetings, including, but not limited to educational webinars, in-person learning sessions, and regional workgroups/discussions.

- Conduct ongoing outreach to high-risk and other congregate care settings to assess communicable disease reporting and existing infection prevention infrastructure (resources, policies, practices, and processes) and provide IP and HAI recommendations as needed.

- Develop, maintain, or initiate relationships with long-term care (LTC) facilities within their jurisdiction and have regular communication with these facilities. If an infection prevention/HAI issue arises at one of the facilities which requires further assistance, MDHHS will support.

Related to Infection Prevention and HAIs:

Technical assistance from the HAI program office can be requested by LHD personnel supporting IP and HAI activities, including but not limited to educational webinars, in-person workshops, regional workgroups, assistance with onsite facility assessments, cluster/outbreak reporting, investigations, response, and containment efforts.

ELC IP/HAI Funding (1 of 3)

MDHHS

- **Funding can be used to support:**
  - Staffing / personnel time
  - Equipment and/or supplies (PPE)
  - Resources (guidelines, textbooks, journal access)
  - Travel expenses
    - Travel to LTCs and other congregate care settings (onsite support)
    - Travel to conference (registration, hotel, flight, etc)
  - Professional development
    - APIC courses
    - Environmental Health courses

ELC IP/HAI Funding (2 of 3)

MDHHS

- **Funding can be used to support:**
  - Other staffing for cross-training in other CDs
    - Healthcare-associated infections and antimicrobial resistance (HAI/AR)
    - Sexually transmitted infections (STIs)
    - HIV partner services
    - Hepatitis C
    - Foodborne-outbreak investigations
    - Tuberculosis (investigations, DOT)
    - **Other infections or CD investigations that can benefit from infection prevention support**

ELC IP/HAI Funding (3 of 3)

MDHHS

- **Funding can be used to support:**
  - Coordination of supportive services
  - Activities to promote IP and HAI education and outreach
  - Workforce development and training

Strengthening Public Health Workforce and Infrastructure in Michigan

Request for Information (RFI)

As part of the Centers for Disease Control and Prevention's (CDC) Public Health Infrastructure Grant Program, the Michigan Department of Health and Human Services (MDHHS) will be distributing $31,008,494 in funding to 44 local health departments (LHDs) through the Strengthening Public Health Workforce and Infrastructure in Michigan grant opportunity (the City of Detroit is funded directly by the CDC). Funds will be available for the period October 1, 2023 through September 30, 2027.

This funding is intended to support public health infrastructure needs in local jurisdictions related to the public health workforce, foundational capabilities and data modernization. Funding is intended to be flexible to meet the needs of each jurisdiction and can be used for cross-jurisdictional arrangements.

Funding will be split equally among the 44 LHDs, for a total of $704,738 per LHD (or $176,184 per year for four years). Funds can be requested as a lump sum or spread across the grant period as desired.

Non-allowable expenses include:

- New building construction (e.g. breaking ground on a brand-new facility)
- Funding restrictions and limitations listed under CDC's general terms and conditions for non-research grants (see: https://www.cdc.gov/grants/documents/General-Terms-and-Conditions-Non-Research-Awards.pdf)
    - Includes lobbying activities, advocacy/promotion of gun control, needle exchange programs, certain telecommunications/surveillance services or equipment and other limitations.

Examples of **allowable** expenses include:

- Expenses related to recruitment/hiring of new staff or retention of existing staff
- Supplies and equipment necessary for staff to complete job functions
- Training and conference expenses
- Software or IT equipment purchases, leases, upgrades or repair
- Investments in workforce engagement, well-being and other related programs and services
- Expenses related to purchasing or leasing office space in an existing building
- Physical infrastructure repairs, improvements etc. (buildings, vehicles, equipment, etc.)

Examples of **allowable** activities:

- Hiring staff to fill new or existing positions
- Holding training events for new or existing staff
- Purchasing/leasing new vehicles, equipment, IT equipment, etc.
- Remodeling existing office space

Grantees will be required to report progress biannually in winter and summer. This will include reporting on staff hired by job classification and program area. More specific dates and details will be provided.

To indicate interest in receiving Strengthening Public Health Workforce and Infrastructure in Michigan funding, please email a completed MI_Infrastructure_Workplan&Budget template to **MDHHS-LocalHealthServices@michigan.gov** by **09/11/2023.**