

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
JULY 9, 2024 – 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN**

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
- VII. Unfinished Business**
- VIII. New Business**
 - A. Request Approval of Agreement with Michigan Department of Health and Human Services Emerging Threats Grant-Amendment #3-Chad Shaw
 - B. Request to sign contract with Karpel-Kyle Butler
 - C. Request to sign purchase order for one truck load of Mastic material- Linda Pigue
 - D. Accept quote for repair of roofs-Linda Pigue
 - E. Request to Accept Quote for Repair of Riverside Garage Floor and Drain-Linda Pigue
 - F. Request to Approve Purchase of State Trunkline Cable Barrier Parts-Linda Pigue
 - G. Award Contract(s) for Asphalt Mixtures-Linda Pigue
 - H. Award Contract for Signs-Linda Pigue
 - I. Request to Award Opioid Grant Settlement funds-Patrick Jordan
 - J. Request Approval to Purchase a New Ice Machine for Nutrition Department-Carol Hanulcik
- IX. Department Reports**
 - A.
- X. Reports of Officers, Boards, and Standing Committees**
 - A. Chairperson
 - B. Board of Commissioners

C. County Administrator

XI. Reports of Special or Ad Hoc Committees

XII. Public Comment (3-minute time limit per speaker)

XIII. Closed Session-NONE

XIV. Adjournment

Board and/or Commission Vacancies

- Economic Development Corporation/Brownfield Redevelopment Authority – Two- three-year terms.
- Central Dispatch-One-two-year Emergency Medical Representative and one-two-year Township Board Representative
- Solid Waste Planning Committee-one-two-year term serving as industrial waste generator representative, one-two year term serving as General Public Representative
- Area Agency on Aging of Western Michigan Advisory Council-one three-year term
- Land Bank Authority- one-three-year term

Appointments for consideration in the month of July 2024:

- NONE

Appointments for consideration in the month of August 2024:

- Substance Use Disorder Oversight Policy Board

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

**Agreement with Michigan Department of Health and Human Services Emerging Threats Grant-
Amendment #3**
July 9, 2024

CONTACT:

Chad Shaw, *Health Officer*

DESCRIPTION:

Amendment #3 to the *Agreement between Michigan Department of Health and Human Services and Ionia County Health Department for FY 10/01/2023 – 09/30/2024.*

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

Special project funding adding \$25,000 for measles readiness and response.

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

1. *Request approval of amendment # 3 to the Agreement between Michigan Department of Health and Human Services Emerging Threats Grant FY 23/24 and Ionia County Board of Commissioners on behalf of Ionia County Health Department and authorize the signature of Chad Shaw, Health Officer.*

ADMINISTRATOR'S RECOMMENDATION:

County Administrator Recommends Approval of this Request.

Contract #: 20240180-02

Amendment Number: 3 to the
Between
Michigan Department of Health and Human Services
and
on Behalf of Health Department
Ionia County Health Department

AMENDMENT PURPOSE AND JUSTIFICATION

1. The purpose of this amendment is to:

1. Add/revise information in Attachment I - Annual Budget Instructions;
2. Add/revise information in Attachment III - Program Specific Assurance and Requirements; and
3. Incorporate Attachment IV- Funding/Reimbursement Matrix as revised for the Essential Local Public Health Service (ELPHS) and categorical budget details, output measures and performance criteria.
4. Increase the Department's agreement amount from \$396,322 to \$421,322, as shown on the Attachment B budget pages.

2. Amendment Revisions:

The following are the additions/revisions to Attachment I and III

A) The following projects include additions/revisions as highlighted in Attachment I - Annual Budget Instructions:

No Change

B) The following projects include additions/revisions as highlighted in Attachment III - Program Specific Assurance and Requirements:

1. Avian Flu Virus Response - New

2. COVID Workforce Development

3. Measles Readiness and Response - New

Following are adjustments to funding levels of the Local Health Department agreement as reflected in Attachment IV:

Budget line item changes are reflected in the attached budgets for the following elements:

<u>Project Title</u>	<u>Current Amount</u>	<u>Amended Amount</u>	<u>New Project Amount</u>
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Performance Level Adjustments

N/A

Budget category Adjustments

It is understood and agreed that all other conditions of the original agreement remains the same.

DRAFT

3. Signing this amendment

The individual or officer signing this amendment certifies by their signature that they are authorized to sign this amendment on behalf of the responsible governing board official or agency.

Signature Section

For Ionia County Health Department

Chad Shaw

Health Officer

Name

(please print)

Title

For the Michigan Department of Health and Human Services

Christine H. Sanches

04/04/2024

Christine H. Sanches, Director
Bureau of Purchasing

Date

Attachments

[Attachment I - Instructions for the Annual Budget](#)

[Attachment III - Program Specific Assurances and Requirements](#)

DRAFT

396,322

LL BE INCORPORATED VIA AMENDMENT

Funding Amount	Reimbursement Method (b)	Performance Target Output Measurement
163,149	Actual Cost Reimbursement	N/A
203,309	Actual Cost Reimbursement	N/A
10,300	Actual Cost Reimbursement	N/A
9,782	Actual Cost Reimbursement	N/A
9,782	Actual Cost Reimbursement	N/A
396,322		

ALL BE INCORPORATED VIA AMENDMENT

396,322

396,322

LL BE INCORPORATED VIA AMENDMENT

396,322

LL BE INCORPORATED VIA AMENDMENT

DRAFT

Project Budgets
Summary of Budget

PROGRAM / PROJECT Emerging Threats- Local Health Department- 2024 / Emerging Threats- Local Health Department- 2024			DATE PREPARED 6/26/2024		
CONTRACTOR NAME Ionia County Health Department			BUDGET PERIOD From : 10/1/2023 To : 9/30/2024		
MAILING ADDRESS (Number and Street) 100 Main ST			BUDGET AGREEMENT ☐ Original ☒ Amendment		AMENDMENT # 3
CITY Ionia	STATE MI	ZIP CODE 48846-1651	FEDERAL ID NUMBER 38-6004857		

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	201,884.00	201,884.00
2	Fringe Benefits	36,603.00	36,603.00
3	Contractual	3,200.00	3,200.00
4	Supplies and Materials	7,235.00	7,235.00
5	Travel	1,707.00	1,707.00
6	Communication	1,500.00	1,500.00
7	County-City Central Services	80,320.00	80,320.00
8	All Others (ADP, Con. Employees, Misc.)	2,404.00	2,404.00
Total Program Expenses		334,853.00	334,853.00
TOTAL DIRECT EXPENSES		334,853.00	334,853.00
INDIRECT EXPENSES			
Indirect Costs			
1	Cost Allocation Plan / Other	61,469.00	61,469.00
Total Indirect Costs		61,469.00	61,469.00
TOTAL INDIRECT EXPENSES		61,469.00	61,469.00
TOTAL EXPENDITURES		396,322.00	396,322.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
2	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
3	Federal or State (Non MDHHS)	0.00	0.00	0.00	0.00

4	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
5	Federally Provided Vaccines	0.00	0.00	0.00	0.00
6	Federal Medicaid Outreach	0.00	0.00	0.00	0.00
7	Required Match - Local	0.00	0.00	0.00	0.00
8	Local Non-ELPHS	0.00	0.00	0.00	0.00
9	Local Non-ELPHS	0.00	0.00	0.00	0.00
10	Local Non-ELPHS	0.00	0.00	0.00	0.00
11	Other Non-ELPHS	0.00	0.00	0.00	0.00
12	MDHHS Non Comprehensive	0.00	0.00	0.00	0.00
13	MDHHS Comprehensive	396,322.00	396,322.00	0.00	0.00
14	MCH Funding	0.00	0.00	0.00	0.00
15	Local Funds - Other	0.00	0.00	0.00	0.00
16	Inkind Match	0.00	0.00	0.00	0.00
17	MDHHS Fixed Unit Rate	0.00	0.00	0.00	0.00
	TOTAL	396,322.00	396,322.00	0.00	0.00



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

ELIZABETH HERTEL
DIRECTOR

April 24, 2024

Mr. Chad Shaw
Health Officer
Ionia County Health Department
175 East Adams Street
Ionia, MI 48846

Dear Mr. Shaw:

This correspondence will serve as the official Notice of Award for the special project titled "Measles Response." Ionia County Health Department is funded in the amount of \$25,000. The project begins October 1, 2023 and will end September 30, 2024.

Funding is intended to support local health departments in establishment of a measles response plan, to supplement local health departments' ability to proactively increase MMR vaccination in their jurisdictions including through health education, and to utilize in response to measles cases and outbreaks.

Initial submission of a Measles Response Plan is required. Plans should be submitted to MDHHS-LocalHealthServices@michigan.gov. Other reporting requirements are outlined in the Attachment III.

If you have any questions or concerns, please do not hesitate to contact Janine Whitmire at whitmirej@michigan.gov.

Sincerely,

Laura de la Rambelje
Director
Division of Local Health Services
Public Health Administration
delarambelje@michigan.gov
(517) 388-7302

Attachment: Attachment III

c: Brenda Ingersoll

Budget Amendment

Date: 6/25/2024

Department: Health
Requestor: Brenda Ingersoll

Reason: Special Grant for Measles Response.

Revenue Line Items		Debit	Credit
Fund Activity Account	Description	Decrease	Increase
221-601.519-539.602			25,000.00

Appropriation Line Items		Debit Increase	Credit Decrease
221-601.000-700.000	EXPENDITURE CONTROL	25,000.00	

[illegible]

Amendment Balance

Department Head Approval *Ead Sh*

Date 6-26-24

Finance Office Use Only	
Finance Officer Review	Date
County Administrator Approval	Date
Board Approval	Date

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Submitted for Discussion/Action
on July 9, 2024 meeting

[Click here to enter text.](#)

CONTACT:

Kyle B. Butler
Ionia County Prosecutor

DESCRIPTION:

Request to sign contract with Karpel, a digital filing system that is replacing our current and soon to be obsolete system, ACT/JCT.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None.

FINANCIAL ANALYSIS:

PAAM is paying the initial transition cost (\$67,250) and the first three years of service fees (2025-2027 at \$11,750/yr). Ionia County will be responsible for the \$11,750 service fee starting in 2028.

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

ASAP

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

For the board to approve the Prosecutor's request to enter into contract with Karpel to replace the old digital file management system (ACT/JCT) with "Prosecutor by Karpel" ("PbK").

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends Approval of this Request.



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

**PROSECUTING ATTORNEYS
ASSOCIATION OF MICHIGAN
&
Ionia County Prosecutor's Office**

CONTRACT FOR



PROSECUTORbyKarpel®

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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 Ionia 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	<i>Number of users in Client</i>	<i>Initial Fee</i>	<i>Maintenance</i>
	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 Lab 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 PROSECUTOR by Karpel 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's 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 average problem resolution response time 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.*

Severity Level 1 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.

Severity Level 2 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.

Severity Level 3 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.

General Assistance: 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.

Initials CLB

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.

Initials CLB

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

Karpel Solutions



Signature

Signature

Cheri Bruinsma
Printed Name

Jeffery L. Karpel
Printed Name

Executive Director, PAAM
Title

CEO
Title

9/6/23
Date

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 No. xxxxx
To the Customer Agreement dated _____ (“Agreement”)
by and between
Karpel Solutions and Prosecuting Attorneys Association of Michigan (“PAAM”)

Contract No:	Agency: Michigan Ionia County
PbK Installation <u>with</u> / <u>without</u> data conversion	Agency Address:
State Agency: PAAM	Issue Date:
State Agency Address:	Request Date:
Ionia County Main Contact:	Ionia County Contact Phone:
	Ionia County Contact Email:
Assigned Karpel Trainer/Project Manager:	
Assigned Karpel Contact Phone:	
Assigned Karpel Contact Email:	

PAAM Signature Authorization to Proceed:		Date:	
Ionia 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:	10	
System Administrator Name:		
System Administrator E-mail:		
System Administrator Phone:		
Current Case Management System:		
Do you currently send / receive data from LE:		Via <u>paper</u> or <u>electronically</u>
If yes, provide name(s) of the case management / jail / booking software used?		
Does your office use a program for Restitution tracking / collection?		
If yes, provide the name of the program.		
Does your office use program for tracking Bad Checks?		
If yes, provide the name of the program.		
Does your office use program for tracking Civil?		
If yes, provide the name of the program.		
Does your office use program for tracking Diversion?		
If yes, provide the name of the program.		
Does your office use program for tracking Juvenile?		
If yes, provide the name of the program.		
What email system do you currently use? (Exchange/Gmail/365/?)		
Do you have space large enough for training?		
Current Internet speeds:	UP:	DOWN:
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

<u>Deadline</u>	<u>Tasks and deliverables</u>	<u>Days out</u>
	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
	<u>Pre-implementation meeting with Client Project Manager and System Administrators.</u> 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 additional 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 functionality, document generation, Outlook Calendaring and email on each workstation. Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.	45
	<u>Online document template conversion review-</u> 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 Manager. Client Project Manager and system administrators	35
	<u>Mock Go-live, System Administrator Training and Final system walkthrough</u> – 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
	<u>Training and go live.</u> 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.	<u>Go Live</u> 03/25/2025

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 additional 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	10	\$2,250	(\$2,250)
External Agency Portal	1	\$5,000	\$5,000
Total Software			\$25,250

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$1,500	\$1,500
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	10	\$50	\$500
Total Installation Services			\$3,000

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	8	\$150	\$1,200
Data Conversion: ACT/JCT	1	\$7,500	\$7,500
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150	\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500	\$2,500
Total Professional Services			\$11,800

Training Services	Qty.	Price	Total
REMOTE Go-Live Training (days)	5	\$1,200	1 resource \$6,000
Post Go-Live Support and Training (Remote, hours)	8	\$150	1 resource \$1,200
Total Training Services			\$7,200

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	\$67,250
-----------------------------	-----------------

Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	10	\$450	\$4,500

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External Agency Portal	1	\$1,000	\$1,000
Hosted Services (per user/year)	10	\$100	\$1,000
Unlimited eDiscovery	1	\$1,250	\$1,250
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			\$11,750

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)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$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
<i>Law Enforcement Interface (Standard) Annual Support</i>	\$2,000
Law Enforcement Interface (Non-Standard)	\$15,000
<i>Law Enforcement Interface (Non-Standard) Annual Support</i>	\$3,000
Court Interface 1: PbK Receives Court Calendaring/Hearing/Minute Order Events (without eFiling)	\$10,000
<i>Court Interface 1 Support</i>	\$2,000
Court Interface 2: (PbK Receives Sentencing & Dispositions)	\$15,000
<i>Court Interface 2 Support</i>	\$3,000
Court Interface 3: PbK eFiles electronically to Court (includes Court Calendaring/Hearing Events)	\$25,000
<i>Court Interface 3 Support</i>	\$5,000
Other Custom Interfaces (anything not listed above)	\$25,000
<i>Custom Interface Support</i>	\$5,000
Test & Training Environment (annual cost)	\$1,200

Optional Items Selected by Ionia County			
Ionia County Optional Items One-Time Cost	Qty.	Price	Total
NONE	0	0	0
Total Optional Items One-Time Cost			0

Ionia County Optional Items Annual Support Services	Qty	Price	Total
NONE			
Total Optional Annual Support Services			0

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.

Ionia County

Karpel Solutions



Signature

Signature

Printed Name

Jeffery L. Karpel

Printed Name

Title

CEO

Title

Date

9/7/23

Date

PAAM Representative

Signature

Printed Name

Initials CLB

Title

Date

15. Appendix B

15.1 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

IONIA 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.

Ionia County

Karpel Solutions



Signature

Signature

Printed Name

Jeffery L. Karpel
Printed Name

Title

CEO
Title

Date

9/6/23
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.

Bogus, Charles Robert Jr. **Gang Member, Violent Criminal, Sex Offender, Strike 3**

Joe Hellibrand | Logout |

☐ Entity ☐ Int. **Bogus, Charles Robert Jr.** Name **09-18-1968** DOB **50** Age **White** Race **Male** Sex **6'02** Height **195** Weight **919-99-9999** SSN **81818** Local ID **53245243** State ID **665544333** Federal ID

Address 1 999 Losing His Way **Black** Hair **Brown** Eye **(555)555-5555** Phone **CA 19191818238** Lic/Class/Exp **665544333**

Address 2 **Saint Louis** City **MO** State **63101** Zip **State-License#** **CA 19191818238** Lic/Class/Exp **665544333**

Police **Walmart** Employer **WRD-Ward of the Court 07-15-2015** Defendant Status

☐ Deceased **Statewide** CLEAR

Person Type **Contact Info** **Address Hist**

User Fields **Alias** **Notes**

Authorized **Relations** **Schools**

Marks/Tattoos **Gangs** **Criminal Hist**

Add Case

Defendant **Witness** **CoDefendant** **Documents** **Subscriptions** **Finance** **Civil**

Jurisdiction	Offense	Report #	File #	Court#	Charge	Severity	Status	Stage
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F	PROBATION	INVEST
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F	OPEN	JURYTR
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC664/PC220(a)(2) - Assault With Intent To C...	F	CLOSED	FILED
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F	CLOSED	DISP

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charly C	P.O. Box 666	North Haverhill, NH	Fem...	1959	
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St.	Portsmouth, NH	White ...	Male	1968
Belknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Exit **Payments** **Victim S** **hot** **Delete** **Update**

Case Information - Bogus, Charles James

File # **015** **066192**

Report # **PD-55432** Status **CLOSED** Stage **Disposed**

L.E. Agency **NH-Fish and Game** Jurisdiction **Rockingham**

Assigned **Karpel Solutions** **pbksyncaccount@rcao.net** Defense Attorney **Lynn Aaby** **lealaw@comcast.net**

Charges **Co-Defend** **Court Dates**

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohibd Device, Fish & Game	V		GUILTY-PLA	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed- Bench	
3	AFSA - Victim<13	F	A	Dismissed- Bench	
4	AFSA - Victim<13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	

Exit

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

**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	

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Title: Hot Mastic Material

Date: July 9, 2024

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

MDOT has requested that on Monday July 8, 2024, as part of a Transportation Work Authorization (TWA), that we begin an additional Hot Mastic project on I-96. The project entails covering “rumble strips” with hot mastic. This is part of the project to widen shoulders and prepare for cross-over lanes which will be used during the I-96 work next year. The hot Mastic material is available from Sherwin Industries, Inc., through Sourcewell, which negates the need for competitive bids or obtaining quotes.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

A TWA is used by MDOT to budget and allocate additional funding to complete a project. MDOT has informed us that they will be providing us with a TWA, approximate amount \$75,000, to cover this project. We estimate that we will need 20 skids for this project. A load containing 18 skids costs \$38,337.08 which includes freight of \$995. We would like to order one truck load for a total of \$38,337.08.

LEGAL REVIEW:

N/A

DEADLINE:

July 9, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request authorization for Road Department Managing Director to sign a purchase order for one truck-load of Mastic material at a cost not to exceed \$39,000.00

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Title: Repair Road Department's Building Roofs

Date: July 9, 2024

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

The Road Department's Riverside Garage and Truck Barn; Jordan Lake Truck Barn; and Belding Truck Barn roofs need to be repaired. We noticed the roofs leaking and had 3 companies inspect the roofs and provide us with quotes to repair them. The Jordan Lake Truck Barn roof has skylights which are leaking. The roof repair quote includes removing the skylights and replacing them with steel. The two Riverside buildings have gutters that need to be cleaned. Since we do not have the proper safety equipment for our workers to access and clean the gutters and cannot reach them with a bucket truck, we obtained a quote to have the gutters cleaned.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

ARPA funds have been designated to cover \$23,580 of the cost of repairing the roofs. Weather Shield Roofing Systems quote totals \$26,652. The balance of cost \$3,072 will be covered with the Department's 2024 funds.

LEGAL REVIEW:

N/A

DEADLINE:

July 9, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board approve award to Weather Shield Roofing Systems.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

Weather Shield Roof Proposal

2024				
	Mechanics Garage	Riverside Truck Barn	Jordan Lake Barn	Total
Repairs				
ARPA Budget	\$7,320.00	\$6,260.00	\$10,000.00	\$23,580.00
Costs	\$7,320.00	\$6,260.00	\$13,072.00	\$26,652.00
Variance	\$0.00	\$0.00	-\$3,072.00	-\$3,072.00
Gutter Cleaning				
ARPA Budget	\$0.00	\$0.00	\$0.00	\$0.00
Costs	\$2,135.00	\$2,780.00	\$0.00	\$4,915.00
Variance	-\$2,135.00	-\$2,780.00	\$0.00	-\$4,915.00

2025				
	Mechanics Garage	Riverside Truck Barn	Jordan Lake Barn	Total
Maintenance				
ARPA Budget	\$0.00	\$0.00	\$0.00	\$0.00
Costs	\$1,400.00	\$1,400.00	\$975.00	\$3,775.00
Variance	-\$1,400.00	-\$1,400.00	-\$975.00	-\$3,775.00

2026				
	Mechanics Garage	Riverside Truck Barn	Jordan Lake Barn	Total
Maintenance				
ARPA Budget	\$0.00	\$0.00	\$0.00	\$0.00
Costs	\$1,400.00	\$1,400.00	\$975.00	\$3,775.00
Variance	-\$1,400.00	-\$1,400.00	-\$975.00	-\$3,775.00

Roof Analysis & Inspection

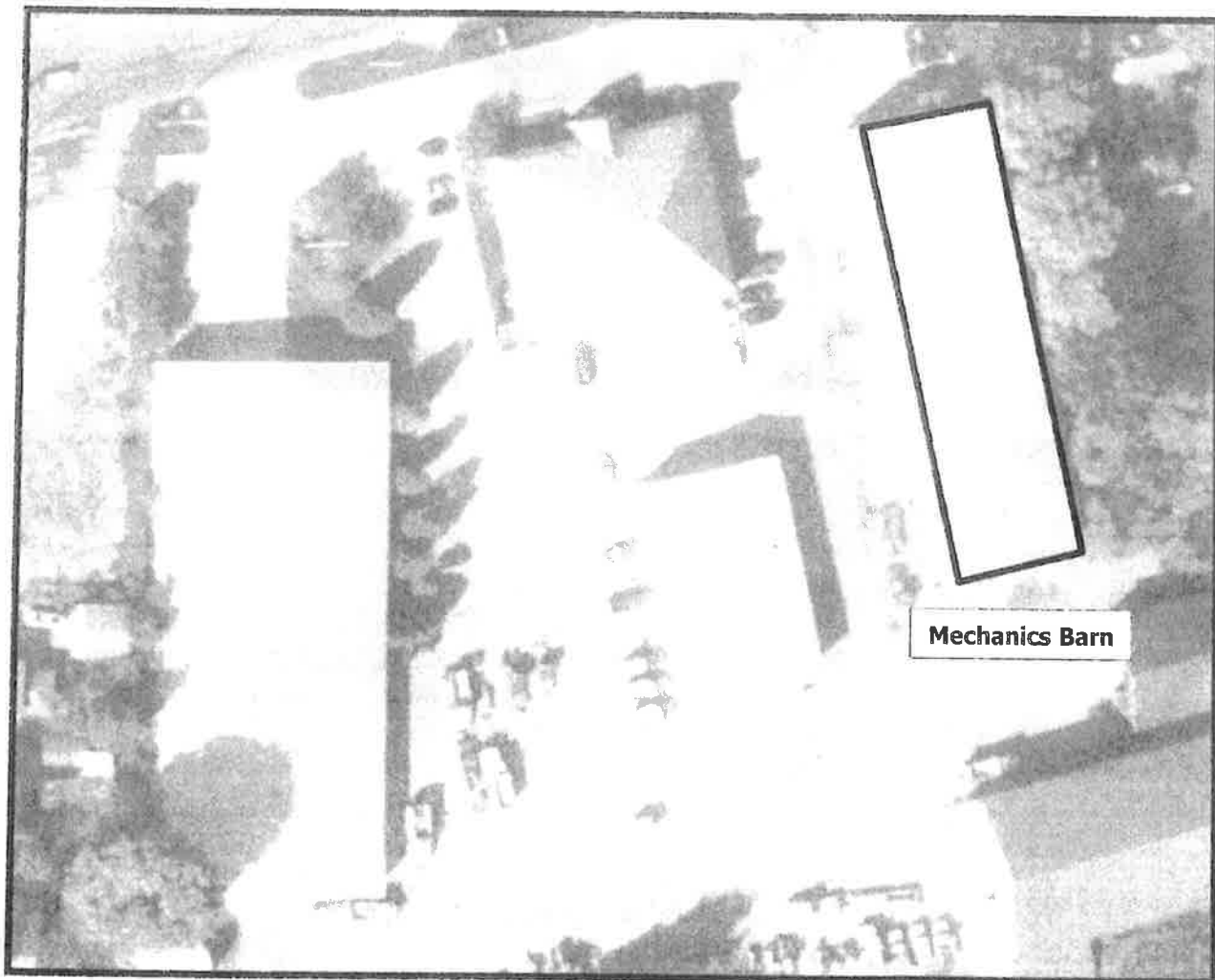
Prepared for Mr. John Dalton

3/26/2024

For the Following Building:

170 E Riverside Dr
Ionia, MI 48846

Re: Inspecting the roof outlined below:



Design Copyright: This document and the original roof design it contains are the property of Weather Shield Roofing Systems Inc. and are protected by copyright. The design, ideas, investigation, and information contained herein is not to be copied, shared, imparted, or otherwise made use of by others outside the entity named above for any reason without the prior written consent of Weather Shield.



WEATHER SHIELD ROOFING SYSTEMS

MAX LIFE ROOF CARE by Weather Shield

The Common Sense Alternative



More Roof Life with Less Roof Cost, Guaranteed



OUR MISSION

Give Clients More Roof Life with Less Roof Cost

We work with businesses who want to lower their roofing costs and risks, eliminate unpleasant surprises and interruptions, and gain control over their expenditures.

Our Unique Roofing Philosophy

- 1) We are dedicated to maxing-out the life of your roof before replacing it.
Most commercial roofs are replaced well before they need to be.
- 2) We will lower your roofing costs, headaches and risk.
Roof issues cause more business interruption, cost more, and create more risk than owners realize.
- 3) We give you control and predictability.
Most owners have no idea what condition their roof is in or how long it will last, and no control over their roof expenses.
- 4) When the time comes to re-roof, we will design and build the most trouble-free, longest lasting solution at the lowest cost.
Most re-roof designs are not optimized for performance and price.

ROOF ANALYSIS OVERVIEW

Mechanics Barn

Roof System Type: Pre-Engineered Metal

Roof Condition: Poor

Life Expectancy: 2-5 Years

Roof Composition: N/A

Roof Age: Unknown

Active Roof Leaks: Yes

ROOF RESTORATION SCOPE OF WORK: *Getting your roof back up to speed!*

Mechanics Barn:

- Reseal approximately (50) lineal feet of seams with premium three course elastomeric sealant and fabric reinforcement.
- Install approximately (50) square feet of premium elastomeric coating over deteriorated areas.
- Reflash (2) curbs.
- Reflash (10) stacks.
- Reseal (42) gutter seams with premium sealant.
- Clean and properly dispose of the debris on the roof and at the roof drainage.

ROOF PRESERVATION SCOPE OF WORK FOR ANNUAL VISITS:

Cost effectively maximizing the life of your existing roof and decreasing the cost of roof replacement.

- Inspect the field of the roof for holes, cracks, and other defects.
- Assess the perimeter for proper edge flashing, securement, and termination.
- Examine the seams for proper seal and signs of weakness or failure.
- Inspect the penetration flashings (units, vents, ducts, stacks, pipes) for proper attachment and sealing.
- Examine the roof drains for debris and proper attachment.
- Remove and properly dispose of debris from the roof and roof drainage systems.
- Look for obvious leak sources other than the roof itself. Includes rooftop units and ducts with open seams, missing caulk or weather stripping, open doors or panels, and bent sheet metal. We will also look for holes, open seams, missing fasteners, or other voids in adjoining walls and other adjacent structures.
- **We will complete general maintenance and minor repairs at the time of our visit. If more significant restoration work is required, an estimate will be submitted for any work that cannot be performed under the roof preservation price.**

ROOF REPLACEMENT: *Predicting the future to best prepare for roofing system lifecycle costs.*

Mechanics Barn - Roof Replacement Budget: +/- \$120,000

- We made **many** assumptions to generate this budget. Use it as a guideline only. The actual price will vary depending on many factors, including the type of new roof, length of warranty desired, condition of existing insulation, installation date, desired R-value, condition of the skylights, and other factors. We can provide more accurate numbers with additional conversations to establish a precise scope of work.





Investment for Ionia County Road Department

Max Life Roof Care™

_____ Roof Restoration – Year 1 Amount: Immediate Repairs Needed	\$7,320
_____ Roof Preservation – Year 2 Amount: Annual Inspection and Repairs	\$1,400
_____ Roof Preservation – Year 3 Amount: Annual Inspection and Repairs	\$1,400

Add Option

_____ Gutter Cleaning – Bi-Annual Visits (Spring & Fall)	\$2,135
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***Total Cost for two visits.**

Terms & Conditions: The balance, including any approved change orders, is due immediately upon substantial completion. Once work is substantially complete, payment in full is due, including any change orders. Leaks or punch list items shall be considered warranty matters and shall not be reason to withhold payment. The owner agrees to pay a 1.5% monthly service charge on all moneys due past 30 days. A 3% transaction fee will be added to any credit card transactions over Five Thousand Dollars (\$5,000.00). The warranties described herein become null and void if the amounts described herein are not paid in full in accordance with the terms of this agreement. This contract contains all the representations and obligations of the parties; any changes, modifications, back-charges or offsets shall not be valid unless written notice is given to Weather Shield (hereinafter WSRS) within 7 days of the event(s) leading to the back-charge or offset and it is agreed to in writing by WSRS. Time and materials charges will be added at our standard rates for shut-downs, delays, interruptions of our work flow, damage to or changes in our work, adjustments to our work days or times made by the Owner, extra trips, increases in costs, including re-staging equipment or materials, resulting from delays caused by the Owner or others working on Owner's behalf, material unavailability, shortages or delays requiring multiple uploads or restaging, unanticipated or unusual building conditions that are discovered during construction which must be altered or remedied, and snow, ice or water removal. All work done under this agreement is weather-permitting and is subject to change due to unstable or forecasted inclement weather conditions. The suitability of weather conditions for the safe completion of work is at WSRS's sole discretion. The Scope of Work herein is based on our interpretation of the Building and Energy Codes, but the final say on all Codes lies with the local Code Officials. Changes to the scope of work contained herein that are required by any Code Authority, including, but not limited to, tearing off existing roofing and/or insulation or installing additional insulation, shall constitute a change order to this contract and shall be agreed to in writing by Owner. The cost of Building Permits, if required in your locality, is not included and will constitute an additional charge. WSRS shall have sole uninterrupted access to the roof staging and work areas during construction, and the Owner shall take all necessary precautions to protect WSRS's work from damage caused by the Owner's or other's operations. The Owner acknowledges that roofing activities will cause dust and debris from the structural supports and/or the underside of the roof deck and in many cases water, to fall into the interior of the building, and agrees to cover, move, or otherwise protect property beneath the areas where roof work is in process to prevent potential damage, and shall so notify all tenants. The Owner grants to WSRS the right to access and control any and all clean up or remediation activities and to use any and all means necessary to mitigate damage to the building or its contents due to dust, debris or water entering the building envelope, but is not obligated to do so. WSRS is not responsible for disturbance, damage, clean up or loss to the interior of the building or internal property that the Owner did not remove or protect during or after roofing operations, nor is WSRS responsible for the presence, disturbance or abatement of underdeck fireproofing, asbestos or other hazardous substances, the present or future growth or presence of mold or other biological growth within the roof assembly or building envelope, damages to the building or its contents resulting from damage to the roof by acts of God or others, leaks due to water trapped in the existing roof system, or leaks in areas where WSRS has not performed work. Owner shall, at its sole expense, indemnify, defend and hold harmless WSRS and its employees, agents, successors, and assigns, from and against any and all claims for bodily injury, death, damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations, and any liabilities, costs and expenses (including but not limited to investigative and repair costs, expert witness fees, reasonable attorney's fees and costs, consultant's fees and costs – collectively "the claims") which arise out of, are related to, or are in any way connected with: (1) Bodily injury, death, or damage to property arising out of or occurring in connection with the performance of this contract, unless the damages were caused by the sole negligence of WSRS; (2) Bodily injury or death of any employee, independent contractor, representative or agent of Owner, unless the damages were caused by the sole negligence of WSRS; (3) Owners breach of any of the terms, conditions, warranties or provisions of this contract; (4) Any action, omission, fault, or any breach of expressed or implied warranty or negligence, whether active or passive, of Owner or its employees or independent contractors. These indemnity and defense obligations shall apply whether or not the claims arise out of the concurrent act, omission, or negligence of the Indemnified Party, and whether or not the claims occur while this contract is in effect or after it is terminated. Owner shall maintain insurance that will protect it from any claims for damage to its property during the performance of the work and shall obtain an endorsement to its insurance policy waiving subrogation against WSRS. There may be electrical conduits, electrical boxes, cables, or bundles of wire that are attached directly to the underside or laid directly on top of the roof deck. It is possible that some of the screws required to secure the new roofing or insulation may puncture these items and cause damage. In the event that this occurs, repairs must be made by competent professionals at the owner's expense. Due to COVID, supply chain shortages, and other factors there is significant volatility in material availability and pricing. Because of this, Weather Shield will make product substitutions as necessary, and will adjust project delivery timing and contract pricing due to product availability and/or price increases that happen either before or after this contract has been signed.

Acceptance: I acknowledge that I have completely read this document and agree to be bound by all its terms and conditions, and that I have the authority to bind the entity named as the owner above:

Accepted By: _____ Title: _____ Date: ____/____/____

Respectfully submitted by,

Ken McNulty
Sales Executive, Mid-State Region

Direct Line 517.676.7116
kmcnulty@weathershieldusa.com





Roof Analysis & Inspection

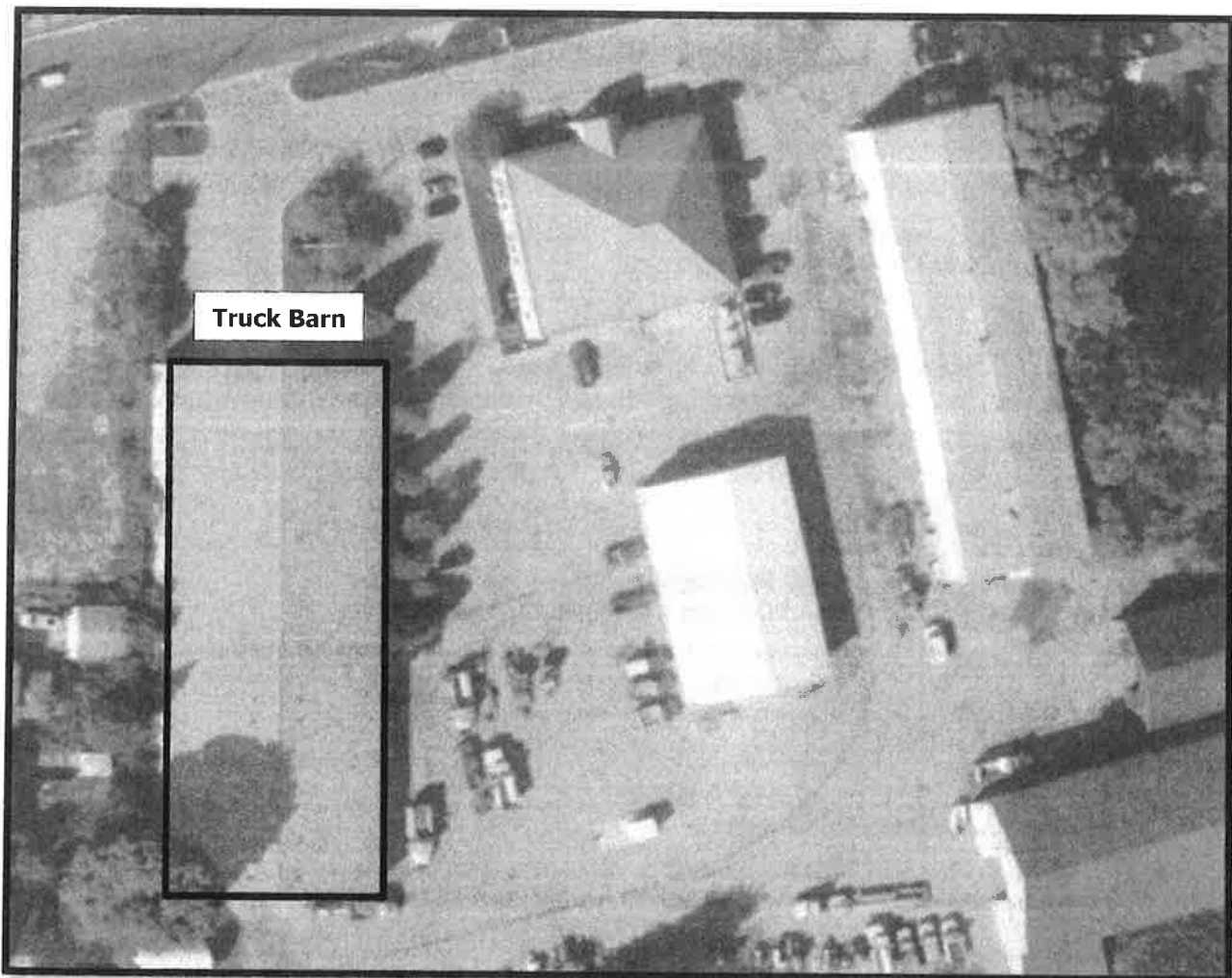
Prepared for Mr. John Dalton

3/26/2024

For the Following Building:

170 E Riverside Dr
Ionia, MI 48846

Re: Inspecting the roof outlined below:



Design Copyright: This document and the original roof design it contains are the property of Weather Shield Roofing Systems Inc. and are protected by copyright. The design, ideas, investigation, and information contained herein is not to be copied, shared, imparted, or otherwise made use of by others outside the entity named above for any reason without the prior written consent of Weather Shield.





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- 3) We give you control and predictability.
Most owners have no idea what condition their roof is in or how long it will last, and no control over their roof expenses.
- 4) When the time comes to re-roof, we will design and build the most trouble-free, longest lasting solution at the lowest cost.
Most re-roof designs are not optimized for performance and price.



ROOF ANALYSIS OVERVIEW

Truck Barn

Roof System Type: Pre-Engineered Metal

Roof Condition: Poor

Life Expectancy: 3-6 Years

Roof Composition: N/A

Roof Age: Unknown

Active Roof Leaks: Yes

ROOF RESTORATION SCOPE OF WORK: *Getting your roof back up to speed!*

Truck Barn:

- Repair the punctures, splits, and holes found in our original analysis and any others we discover during our restoration process.
- Reseal approximately (30) lineal feet of seams with premium three course elastomeric sealant and fabric reinforcement.
- Reflash (13) stacks.
- Reseal (30) gutter seams with premium sealant.
- Clean and properly dispose of the debris on the roof and at the roof drainage.

ROOF PRESERVATION SCOPE OF WORK FOR ANNUAL VISITS:

Cost effectively maximizing the life of your existing roof and decreasing the cost of roof replacement.

- Inspect the field of the roof for holes, cracks, and other defects.
- Assess the perimeter for proper edge flashing, securement, and termination.
- Examine the seams for proper seal and signs of weakness or failure.
- Inspect the penetration flashings (units, vents, ducts, stacks, pipes) for proper attachment and sealing.
- Examine the roof drains for debris and proper attachment.
- Remove and properly dispose of debris from the roof and roof drainage systems.
- Look for obvious leak sources other than the roof itself. Includes rooftop units and ducts with open seams, missing caulk or weather stripping, open doors or panels, and bent sheet metal. We will also look for holes, open seams, missing fasteners, or other voids in adjoining walls and other adjacent structures.
- ***We will complete general maintenance and minor repairs at the time of our visit. If more significant restoration work is required, an estimate will be submitted for any work that cannot be performed under the roof preservation price.***

ROOF REPLACEMENT: *Predicting the future to best prepare for roofing system lifecycle costs.*

Truck Barn - Roof Replacement Budget: +/- \$195,000

- We made **many** assumptions to generate this budget. Use it as a guideline only. The actual price will vary depending on many factors, including the type of new roof, length of warranty desired, condition of existing insulation, installation date, desired R-value, condition of the skylights, and other factors. We can provide more accurate numbers with additional conversations to establish a precise scope of work.





Investment for Ionia County Road Department

Max Life Roof Care™

_____ Roof Restoration – Year 1 Amount: Immediate Repairs Needed	\$6,260
_____ Roof Preservation – Year 2 Amount: Annual Inspection and Repairs	\$1,400
_____ Roof Preservation – Year 3 Amount: Annual Inspection and Repairs	\$1,400

Add Option

_____ Gutter Cleaning – Bi-Annual Visits (Spring & Fall)	\$2,780
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***Total Cost for two visits.**

Terms & Conditions: The balance, including any approved change orders, is due immediately upon substantial completion. Once work is substantially complete, payment in full is due, including any change orders. Leaks or punch list items shall be considered warranty matters and shall not be reason to withhold payment. The owner agrees to pay a 1.5% monthly service charge on all moneys due past 30 days. A 3% transaction fee will be added to any credit card transactions over Five Thousand Dollars (\$5,000.00). The warranties described herein become null and void if the amounts described herein are not paid in full in accordance with the terms of this agreement. This contract contains all the representations and obligations of the parties; any changes, modifications, back-charges or offsets shall not be valid unless written notice is given to Weather Shield (hereinafter WSRS) within 7 days of the event(s) leading to the back-charge or offset and it is agreed to in writing by WSRS. Time and materials charges will be added at our standard rates for shut-downs, delays, interruptions of our work flow, damage to or changes in our work, adjustments to our work days or times made by the Owner, extra trips, increases in costs, including re-staging equipment or materials, resulting from delays caused by the Owner or others working on Owner's behalf, material unavailability, shortages or delays requiring multiple uploads or restaging, unanticipated or unusual building conditions that are discovered during construction which must be altered or remedied, and snow, ice or water removal. All work done under this agreement is weather-permitting and is subject to change due to unstable or forecasted inclement weather conditions. The suitability of weather conditions for the safe completion of work is at WSRS's sole discretion. The Scope of Work herein is based on our interpretation of the Building and Energy Codes, but the final say on all Codes lies with the local Code Officials. Changes to the scope of work contained herein that are required by any Code Authority, including, but not limited to, tearing off existing roofing and/or insulation or installing additional insulation, shall constitute a change order to this contract and shall be agreed to in writing by Owner. The cost of Building Permits, if required in your locality, is not included and will constitute an additional charge. WSRS shall have sole uninterrupted access to the roof staging and work areas during construction, and the Owner shall take all necessary precautions to protect WSRS's work from damage caused by the Owner's or other's operations. The Owner acknowledges that roofing activities will cause dust and debris from the structural supports and/or the underside of the roof deck and in many cases water, to fall into the interior of the building, and agrees to cover, move, or otherwise protect property beneath the areas where roof work is in process to prevent potential damage, and shall so notify all tenants. The Owner grants to WSRS the right to access and control any and all clean up or remediation activities and to use any and all means necessary to mitigate damage to the building or its contents due to dust, debris or water entering the building envelope, but is not obligated to do so. WSRS is not responsible for disturbance, damage, clean up or loss to the interior of the building or internal property that the Owner did not remove or protect during or after roofing operations, nor is WSRS responsible for the presence, disturbance or abatement of underdeck fireproofing, asbestos or other hazardous substances, the present or future growth or presence of mold or other biological growth within the roof assembly or building envelope, damages to the building or its contents resulting from damage to the roof by acts of God or others, leaks due to water trapped in the existing roof system, or leaks in areas where WSRS has not performed work. Owner shall, at its sole expense, indemnify, defend and hold harmless WSRS and its employees, agents, successors, and assigns, from and against any and all claims for bodily injury, death, damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations, and any liabilities, costs and expenses (including but not limited to investigative and repair costs, expert witness fees, reasonable attorney's fees and costs, consultant's fees and costs – collectively "the claims") which arise out of, are related to, or are in any way connected with: (1) Bodily injury, death, or damage to property arising out of or occurring in connection with the performance of this contract, unless the damages were caused by the sole negligence of WSRS; (2) Bodily injury or death of any employee, independent contractor, representative or agent of Owner, unless the damages were caused by the sole negligence of WSRS; (3) Owners breach of any of the terms, conditions, warranties or provisions of this contract; (4) Any action, omission, fault, or any breach of expressed or implied warranty or negligence, whether active or passive, of Owner or its employees or independent contractors. These indemnity and defense obligations shall apply whether or not the claims arise out of the concurrent act, omission, or negligence of the Indemnified Party, and whether or not the claims occur while this contract is in effect or after it is terminated. Owner shall maintain insurance that will protect it from any claims for damage to its property during the performance of the work and shall obtain an endorsement to its insurance policy waiving subrogation against WSRS. There may be electrical conduits, electrical boxes, cables, or bundles of wire that are attached directly to the underside or laid directly on top of the roof deck. It is possible that some of the screws required to secure the new roofing or insulation may puncture these items and cause damage. In the event that this occurs, repairs must be made by competent professionals at the owner's expense. Due to COVID, supply chain shortages, and other factors there is significant volatility in material availability and pricing. Because of this, Weather Shield will make product substitutions as necessary, and will adjust project delivery timing and contract pricing due to product availability and/or price increases that happen either before or after this contract has been signed.

Acceptance: I acknowledge that I have completely read this document and agree to be bound by all its terms and conditions, and that I have the authority to bind the entity named as the owner above:

Accepted By: _____ Title: _____ Date: ____/____/____

Respectfully submitted by,

Ken McNulty
Sales Executive, Mid-State Region

Direct Line 517.676.7116
kmcnulty@weathershieldusa.com



BUILT TO LAST™
THE WEATHERSHIELD WAY™

ROOF ANALYSIS OVERVIEW

Roof System Type: Barn Metal Roof

Roof Condition: Poor

Life Expectancy: 2-5 years

Roof Composition: N/A

Roof Age: 15+ Years

Active Roof Leaks: No

ROOF RESTORATION SCOPE OF WORK: *Getting your roof back up to speed!*

- Thoroughly clean and prepare all repair areas in accordance with manufacturer recommendations.
- Install approximately (400) square feet of premium elastomeric coating over deteriorated areas.
- Reflash (5) stacks.
- Clean and properly dispose of the debris on the roof and at the roof drainage.
- We will thoroughly inspect the remainder of the roof and make repairs on any additional defects found during our restoration process to maintain the roof at a serviceable condition.
- Remove and properly dispose of all debris generated by this scope of work.

Option to Remove Skylight:

- Remove (10) skylights and replace with new metal panels.

ROOF PRESERVATION SCOPE OF WORK FOR ANNUAL VISITS:

Cost effectively maximizing the life of your existing roof and decreasing the cost of roof replacement.

- Inspect the field of the roof for holes, cracks, and other defects.
- Assess the perimeter for proper edge flashing, securement, and termination.
- Examine the seams for proper seal and signs of weakness or failure.
- Inspect the penetration flashings (units, vents, ducts, stacks, pipes) for proper attachment and sealing.
- Examine the roof drains for debris and proper attachment.
- Remove and properly dispose of debris from the roof and roof drainage systems.
- Look for obvious leak sources other than the roof itself. Includes rooftop units and ducts with open seams, missing caulk or weather stripping, open doors or panels, and bent sheet metal. We will also look for holes, open seams, missing fasteners, or other voids in adjoining walls and other adjacent structures.
- **We will complete general maintenance and minor repairs at the time of our visit. If more significant restoration work is required, an estimate will be submitted for any work that cannot be performed under the roof preservation price.**

ROOF REPLACEMENT: *Predicting the future to best prepare for roofing system lifecycle costs.*

Roof Replacement Budget: +/- \$55,000

- We made **many** assumptions to generate this budget. Use it as a guideline only. The actual price will vary depending on many factors, including the type of new roof, length of warranty desired, condition of existing insulation, installation date, desired R-value, condition of the skylights, and other factors. We can provide more accurate numbers with additional conversations to establish a precise scope of work.



Investment for Jordan Lake Garage

Max Life Roof Care™

_____ Roof Restoration – Year 1 Amount: Immediate Repairs Needed	\$4,952
_____ Roof Preservation – Year 2 Amount: Annual Inspection and Repairs	\$975
_____ Roof Preservation – Year 3 Amount: Annual Inspection and Repairs	\$975

Option to Remove Skylight

_____ Roof Restoration – Year 1 Amount: Immediate Repairs Needed	\$8,120
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Terms & Conditions: The balance, including any approved change orders, is due immediately upon substantial completion. Once work is substantially complete, payment in full is due, including any change orders. Leaks or punch list items shall be considered warranty matters and shall not be reason to withhold payment. The owner agrees to pay a 1.5% monthly service charge on all moneys due past 30 days. A 3% transaction fee will be added to any credit card transactions over Five Thousand Dollars (\$5,000.00). The warranties described herein become null and void if the amounts described herein are not paid in full in accordance with the terms of this agreement. This contract contains all the representations and obligations of the parties; any changes, modifications, back-charges or offsets shall not be valid unless written notice is given to Weather Shield (hereinafter WSRS) within 7 days of the event(s) leading to the back-charge or offset and it is agreed to in writing by WSRS. Time and materials charges will be added at our standard rates for shut-downs, delays, interruptions of our work flow, damage to or changes in our work, adjustments to our work days or times made by the Owner, extra trips, increases in costs, including re-staging equipment or materials, resulting from delays caused by the Owner or others working on Owner's behalf, material unavailability, shortages or delays requiring multiple uploads or restaging, unanticipated or unusual building conditions that are discovered during construction which must be altered or remedied, and snow, ice or water removal. All work done under this agreement is weather-permitting and is subject to change due to unstable or forecasted inclement weather conditions. The suitability of weather conditions for the safe completion of work is at WSRS's sole discretion. The Scope of Work herein is based on our interpretation of the Building and Energy Codes, but the final say on all Codes lies with the local Code Officials. Changes to the scope of work contained herein that are required by any Code Authority, including, but not limited to, tearing off existing roofing and/or insulation or installing additional insulation, shall constitute a change order to this contract and shall be agreed to in writing by Owner. The cost of Building Permits, if required in your locality, is not included and will constitute an additional charge. WSRS shall have sole uninterrupted access to the roof staging and work areas during construction, and the Owner shall take all necessary precautions to protect WSRS's work from damage caused by the Owner's or other's operations. The Owner acknowledges that roofing activities will cause dust and debris from the structural supports and/or the underside of the roof deck and in many cases water, to fall into the interior of the building, and agrees to cover, move, or otherwise protect property beneath the areas where roof work is in process to prevent potential damage, and shall so notify all tenants. The Owner grants to WSRS the right to access and control any and all clean up or remediation activities and to use any and all means necessary to mitigate damage to the building or its contents due to dust, debris or water entering the building envelope, but is not obligated to do so. WSRS is not responsible for disturbance, damage, clean up or loss to the interior of the building or internal property that the Owner did not remove or protect during or after roofing operations, nor is WSRS responsible for the presence, disturbance or abatement of underdeck fireproofing, asbestos or other hazardous substances, the present or future growth or presence of mold or other biological growth within the roof assembly or building envelope, damages to the building or its contents resulting from damage to the roof by acts of God or others, leaks due to water trapped in the existing roof system, or leaks in areas where WSRS has not performed work. Owner shall, at its sole expense, indemnify, defend and hold harmless WSRS and its employees, agents, successors, and assigns, from and against any and all claims for bodily injury, death, damage to property, demands, damages, actions, causes of actions, suits, losses, judgments, obligations, and any liabilities, costs and expenses (including but not limited to investigative and repair costs, expert witness fees, reasonable attorney's fees and costs, consultant's fees and costs – collectively "the claims") which arise out of, are related to, or are in any way connected with: (1) Bodily injury, death, or damage to property arising out of or occurring in connection with the performance of this contract, unless the damages were caused by the sole negligence of WSRS; (2) Bodily injury or death of any employee, independent contractor, representative or agent of Owner, unless the damages were caused by the sole negligence of WSRS; (3) Owners breach of any of the terms, conditions, warranties or provisions of this contract; (4) Any action, omission, fault, or any breach of expressed or implied warranty or negligence, whether active or passive, of Owner or its employees or independent contractors. These indemnity and defense obligations shall apply whether or not the claims arise out of the concurrent act, omission, or negligence of the Indemnified Party, and whether or not the claims occur while this contract is in effect or after it is terminated. Owner shall maintain insurance that will protect it from any claims for damage to its property during the performance of the work and shall obtain an endorsement to its insurance policy waiving subrogation against WSRS. There may be electrical conduits, electrical boxes, cables, or bundles of wire that are attached directly to the underside or laid directly on top of the roof deck. It is possible that some of the screws required to secure the new roofing or insulation may puncture these items and cause damage. In the event that this occurs, repairs must be made by competent professionals at the owner's expense. Due to COVID, supply chain shortages, and other factors there is significant volatility in material availability and pricing. Because of this, Weather Shield will make product substitutions as necessary, and will adjust project delivery timing and contract pricing due to product availability and/or price increases that happen either before or after this contract has been signed.

Acceptance: I acknowledge that I have completely read this document and agree to be bound by all its terms and conditions, and that I have the authority to bind the entity named as the owner above:

Accepted By: _____ Title: _____ Date: ____/____/____

Respectfully submitted by,

Ken McNulty
Sales Executive, Mid-State Region

Direct Line 517.676.7116
kmcnulty@weathershieldusa.com



Mechanics Garage

Vendors	Kieff's Roofing	Weather Shield	Superior
Repair	\$18,506.00	\$7,320.00	\$4,217.50
Replace		\$120,000.00	
Clean Gutters (2 visits)		\$2,135.00	
Future Maintenance		\$2,800.00	
Total	\$18,506.00	\$132,255.00	\$4,217.50
Notes	- Coat roof to protect from rusting - Install new closures - Caulk missing screws - Coat all steal with rubberized silver - Reseal seams with sealant and fabric reinforcement - Install coating over deterioration - Reflash curbs (2) and stacks (10) - Reseal gutter seems - Clean debris on roof and at drainage - Inspect and repair annually - 2-5 year life expectancy - Clean gutters - Clean and prepare roof (remove sealants and debris) - Additional visual inspection - Apply metal primer - Apply sealant to penetrations, ridge cap joints, and loose/deteriorated fasteners - Clean and remove debris		

Riverside Truck Barn

Vendors	Kieff's Roofing	Weather Shield	Superior
Repair	\$700.00	\$6,260.00	\$4,217.50
Replace		\$195,000.00	
Clean Gutters (2 visits)		\$2,780.00	
Future Maintenance		\$2,800.00	
Total	\$700.00	\$206,840.00	\$4,217.50
Notes	- Repair rusted - Repair damage		

- Repair rusted pin holes with rubber flashing

- Repair damage found during restoration process
- Reseal seams with sealant and fabric reinforcement
- Reflash stacks (13)
 - Clean debris on roof and at drainage
 - Inspect and repair annually
 - 3-6 year life expectancy
- Clean gutters

- Clean and prepare roof (remove sealants and debris)
- Additional visual inspection
- Apply metal primer
- Apply sealant to penetrations, ridge cap joints, and loose/deteriorated fasteners
- Clean and remove debris

Jordan Lake Truck Barn

Vendors	Kieff's Roofing	Weather Shield	Superior
Repair	\$17,400.00	\$13,072.00	
Replace		\$55,000.00	\$48,080.00
Clean Gutters (2 visits)			
Future Maintenance		\$1,950.00	
Total	\$17,400.00	\$68,072.00	\$48,080.00
Notes	- Remove fiberglass panels and replace with steel - Reseal around pipes - Power wash dirt and loose paint off - Rubberized roof coating - Clean and prepair repair areas - Install premium coating over deterioration - Reflash stacks (5) - Clean debris on roof and at drainage - Inspect roof and repair additiional damage during restoration - Remove and replace skylights - Inspect and repair annually - 2-5 year life expectancy - Install Duro-Shield roof system - Perform fastener test to identify deterioration and replace - Install custom flute filler - Install insulation to steel deck - Install Duro-Last Standard White to roof and walls - Install new wood nailer along roof edge - Install Duro-Last gauge along roof edge - Stacks, vents, curbs, drains, etc. flashed in prefabricated flashings - Install two way vents - Remove debris - Work performed in accordance with Duro-Last specifications		

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Title: Repair Riverside Garage Floor and Drain

Date: July 9, 2024

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

A fissure and depression developed in front of the Department's Riverside Garage. In addition, a portion of the Garage floor has sunk. We obtained proposals from 3 companies for repairs. Repairs will involve saw cutting a portion of the floor, excavation, removal of debris, replacing drain, backfilling, pouring concrete and replacing asphalt.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

ARPA funds have been designated to cover \$27,620 of the cost of repairs. Central Michigan Building Services has provided a \$19,220 proposal to do the work.

LEGAL REVIEW:

N/A

DEADLINE:

July 9, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board authorization for Linda Pigue, Managing Director, to sign Central Michigan Building Services proposal in the amount of \$19,220.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.



CENTRAL MICHIGAN BUILDING SERVICES

985 E MAIN ST, IONIA, MI 48846
O 616.523.4571 F 616.523.6533

Proposal #224141

Date: 05/16/2024

Organization: Ionia County Road Department

Attn: Kevin Wadkins

Thank you for contacting CMiBS with the opportunity to quote your project.

Subject: Replace approx. 100' of pipe at the Ionia location for Ionia County Road Dept.

Per our discussion with Kevin, the following work is to be done at 170 E. Riverside Dr., Ionia, MI 48846.

CMiBS proposes to furnish material, labor, and equipment for the following:

- Layout and saw cut trench 9'x 100'.
- Remove and dispose of existing asphalt.
- Excavate out approximately 100' of existing pipe.
- Place new ADS dual wall gasketed pipe.
- Back fill in 8" lifts and compact.
- Tie in with mortar and brick at the existing structures.
- Clean up work area.

Budgetary Bid Amount: **\$8,670.00**

Option #1: Place back approximately 1,000 sft of asphalt over trench.

ADD: \$8,400.00

*I recommend CMiBS for this
work to be done.
Kevin Wadkins*

Exclusion & Notes:

- Spoils to be left on site.
- No testing of any kind.
- No infill of voids left from existing pipe.
- Bedding of pipe only with class II sand.
- Backfill with existing soils after bedding.
- Price based on 12" tile.
- Price based at 6' to flow line.
- CMiBS is not responsible for any buried or unforeseen object that impedes work.
- Due to volatile material pricing, costs to be verified prior to commencement.
- Price does not include overtime, project to be completed during regular business hours.
- Price is subject to review after 30 days from the date on this proposal; CMiBS reserves the right to revoke this proposal at any time for any reason.
- Price does not include winter weather conditions or rates.
- Price does not include plant/production protection unless requested at the time of bid.

Any additions to the project will be done on a Time and Material basis. If you have any questions, please feel free to contact us.

Thank you,
Josh Reisbig
CMiBS

Central Michigan Building Services is hereby authorized to proceed on the project based on the requirements set forth above.

Authorized Signature

Date

TERMS AND CONDITIONS

1. Owner agrees to make full payment of all sums due within (10) days after delivery of Contractor's invoice or agreed upon payment terms. Contractor shall not be required to continue its work described on the first page ("Work") unless such sums are paid within the time specified or as extended in writing. Any payment not paid within such time shall accrue interest at a rate of one-point five percent (1.5%) per month. Payment by Owner of the installments, or an agreement between the Owner and the Contractor to extend the time for payment, shall constitute Owner's acceptance of the Work for which the installment is due or extended, subject to any unsatisfactory items agreed upon in writing by the Owner and Contractor.

2. The Alternates are options available to Owner. If any Alternate is selected and/or any allowance is exceeded, as allowances are only estimates, the prices quoted on the first page shall increase ("Price").

3. Changes in the Work, schedule and Price may be made but will be completed and billed on a Time and Materials basis, ("Change Order"). Contractor has no obligation to accept a request for a Change Order.

4. Contractor shall diligently pursue the construction so as to complete the Work as soon as commercially practical.

5. Although Contractor has examined the general condition of the site and taken into account this examination in establishing the Price, Owner shall be responsible for all unanticipated or unsuitable site conditions encountered.

6. Possession of the site and all improvements constructed thereon shall be deemed to have been surrendered to the Contractor. Exclusive access to the site and the Work is granted to Contractor and its subcontractors and others working by or through them (collectively, "Subcontractors"). If Owner or others enter the site to inspect the Work, they shall do so with due caution to the liable for any injuries or damages arising from their entry. Contractor shall be entitled to exclusive possession of the site until such time as Contractor notifies Owner that the Work is substantially complete and the Price, adjusted as to additions and deductions, if any, has been paid in full. In the event the Owner occupies the site prior to substantial completion and final payment without the prior written consent of Contractor, such occupancy shall constitute a complete and final acceptance of all Work and a waiver by the Owner of any objection to the Work performed to that date and any claim for uncompleted work, and the Contractor and its Subcontractors shall thereafter be relieved of any responsibility for defective materials or workmanship based upon any theory whatsoever.

7. Owner shall not issue any instructions to or otherwise interfere with Contractor's exclusive supervision and control of its Subcontractors and agrees to neither negotiate for additional work with Subcontractors nor to engage other builders or subcontractors to perform work or services on the site.

8. Owner shall carry a builder's risk policy for the Work until the Work is substantially complete and shall maintain all risk property insurance for the full replacement value of any existing improvements on the site. Contractor shall carry commercial general liability insurance and workers' compensation insurance as may be required by law and, upon Owner's request shall furnish certificates of insurance evidencing such insurance.

9. Owner agrees to indemnify and defend Contractor and its Subcontractors, agents and designees (collectively, "Indemnitees") against and hold them harmless from all losses, claims, liabilities, injuries, damages, and expenses whatsoever, including attorneys' fees that the Indemnitees may incur by reason of (i) breach of this Agreement by Owner, or (ii) any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnitees) arising out of or occurring in connection with the performance or lack of performance by Owner of its duties and obligations under or pursuant to this Agreement. This indemnification shall not apply to any loss, claim or damage caused solely by the negligent act of Contractor or its Subcontractors.

10. Commencing on the date of substantial completion, Contractor shall warrant to the Owner the Work under Contractor's standard one-year warranty ("Warranty"). Repair or replacement, as specified in that Warranty, shall be the Owner's exclusive remedy, and in no event shall Contractor be liable for any consequential or incidental damages. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THE ATTACHED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Any notices permitted or required to be given under this Agreement shall be deemed given or made (a) upon personal delivery to the person to whom addressed, (b) three (3) days following deposit in the United States mail, first class postage prepaid, addressed to the recipient at the address set forth at the beginning of this Agreement, or (c) at the time that receipt by facsimile or other electronic transmission has been acknowledged by electronic confirmation or otherwise. Either party may specify a different address by notice given in accordance with the terms of this section.

12. The following general provisions shall apply: (a) If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this Agreement. (b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. (c) This Agreement may be executed in one or more counterparts, and any party to this Agreement may execute and deliver this Agreement by executing and delivering any of such counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. (d) One or more waivers of any breach of any representation, warranty, or covenant in the Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. (e) This Agreement may not be assigned, pledged, hypothecated, or in any other way transferred or encumbered by any party hereto without the prior written consent of the other part. (f) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and venue shall be in Ionia County, Michigan. (g) This Agreement constitutes the entire agreement and understanding among the parties to this Agreement and supersedes any and all prior agreements between the parties with respect to the work.



CENTRAL MICHIGAN BUILDING SERVICES

985 E MAIN ST, IONIA, MI 48846
O 616.523.4571 F 616.523.6533

Proposal #224142

Date: 05/16/2024

Organization: Ionia County Road Department

Attn: Kevin Wadkins

Thank you for contacting CMiBS with the opportunity to quote your project.

Subject: 10' x 32' concrete replacement at the Ionia location for Ionia County Road Dept.

Per our discussion with Kevin, the following work is to be done at 170 E. Riverside Dr., Ionia, MI 48846.

CMiBS proposes to furnish material, labor, and equipment for the following:

- Layout and sawcut existing concrete.
- Pull concrete and dispose.
- Prep and dowel.
- Place reinforcing.
- Place new concrete.
- Trowel finish concrete.
- Sawcut control joints.
- Clean up work area.

Budgetary Bid Amount: **\$10,550.00**

Exclusion & Notes:

- Existing structure to remain in place.
- 2' o.c #4 dowels on perimeter.
- Reuse grade, no fill brought in if subbase is gone or void is present fill will be brought in and place on a Time and Materials basis.
- CMiBS is not responsible for any buried or unforeseen object that impedes work.
- Due to volatile material pricing, costs to be verified prior to commencement.
- Price does not include overtime, project to be completed during regular business hours.
- Price is subject to review after 30 days from the date on this proposal; CMiBS reserves the right to revoke this proposal at any time for any reason.
- Price does not include winter weather conditions or rates.
- Price does not include plant/production protection unless requested at the time of bid.

I recommend CMiBS to
complete this job.

Kevin Wadkins

Any additions to the project will be done on a Time and Material basis. If you have any questions, please feel free to contact us.

Thank you,
Josh Reisbig
CMiBS

Central Michigan Building Services is hereby authorized to proceed on the project based on the requirements set forth above.

Authorized Signature

Date

TERMS AND CONDITIONS

1. Owner agrees to make full payment of all sums due within (10) days after delivery of Contractor's invoice or agreed upon payment terms. Contractor shall not be required to continue its work described on the first page ("Work") unless such sums are paid within the time specified or as extended in writing. Any payment not paid within such time shall accrue interest at a rate of one-point five percent (1.5%) per month. Payment by Owner of the installments, or an agreement between the Owner and the Contractor to extend the time for payment, shall constitute Owner's acceptance of the Work for which the installment is due or extended, subject to any unsatisfactory items agreed upon in writing by the Owner and Contractor.

2. The Alternates are options available to Owner. If any Alternate is selected and/or any allowance is exceeded, as allowances are only estimates, the prices quoted on the first page shall increase ("Price").

3. Changes in the Work, schedule and Price may be made but will be completed and billed on a Time and Materials basis, ("Change Order"). Contractor has no obligation to accept a request for a Change Order.

4. Contractor shall diligently pursue the construction so as to complete the Work as soon as commercially practical.

5. Although Contractor has examined the general condition of the site and taken into account this examination in establishing the Price, Owner shall be responsible for all unanticipated or unsuitable site conditions encountered.

6. Possession of the site and all improvements constructed thereon shall be deemed to have been surrendered to the Contractor. Exclusive access to the site and the Work is

granted to Contractor and its subcontractors and others working by or through them (collectively, "Subcontractors"). If Owner or others enter the site to inspect the Work, they shall do so with due caution to the liable for any injuries or damages arising from their entry. Contractor shall be entitled to exclusive possession of the site until such time as Contractor notifies Owner that the Work is substantially complete and the Price, adjusted as to additions and deductions, if any, has been paid in full. In the event the Owner occupies the site prior to substantial completion and final payment without the prior written consent of Contractor, such occupancy shall constitute a complete and final acceptance of all Work and a waiver by the Owner of any objection to the Work performed to that date and any claim for uncompleted work, and the Contractor and its Subcontractors shall thereafter be relieved of any responsibility for defective materials or workmanship based upon any theory whatsoever.

7. Owner shall not issue any instructions to or otherwise interfere with Contractor's exclusive supervision and control of its Subcontractors and agrees to neither negotiate for additional work with Subcontractors nor to engage other builders or subcontractors to perform work or services on the site.

8. Owner shall carry a builder's risk policy for the Work until the Work is substantially complete and shall maintain all risk property insurance for the full replacement value of any existing improvements on the site. Contractor shall carry commercial general liability insurance and workers' compensation insurance as may be required by law and, upon Owner's request shall furnish certificates of insurance evidencing such insurance.

9. Owner agrees to indemnify and defend Contractor and its Subcontractors, agents and designees (collectively,

"Indemnitees") against and hold them harmless from all losses, claims, liabilities, injuries, damages, and expenses whatsoever, including attorneys' fees that the Indemnitees may incur by reason of (i) breach of this Agreement by Owner, or (ii) any injury or damage sustained to any person or property (including, but not limited to, any one or more of the Indemnitees) arising out of or occurring in connection with the performance or lack of performance by Owner of its duties and obligations under or pursuant to this Agreement. This indemnification shall not apply to any loss, claim or damage caused solely by the negligent act of Contractor or its Subcontractors.

10. Commencing on the date of substantial completion, Contractor shall warrant to the Owner the Work under Contractor's standard one-year warranty ("Warranty"). Repair or replacement, as specified in that Warranty, shall be the Owner's exclusive remedy, and in no event shall Contractor be liable for any consequential or incidental damages. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THE ATTACHED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Any notices permitted or required to be given under this Agreement shall be deemed given or made (a) upon personal delivery to the person to whom addressed, (b) three (3) days following deposit in the United States mail, first class postage prepaid, addressed to the recipient at the address set forth at the beginning of this Agreement, or (c) at the time that receipt by facsimile or other electronic transmission has been

acknowledged by electronic confirmation or otherwise. Either party may specify a different address by notice given in accordance with the terms of this section.

12. The following general provisions shall apply: (a) If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the other provisions of this Agreement. (b) This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. (c) This Agreement may be executed in one or more counterparts, and any party to this Agreement may execute and deliver this Agreement by executing and delivering any of such counterparts, each of which when executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. (d) One or more waivers of any breach of any representation, warranty, or covenant in the Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or of any other covenant or condition. (e) This Agreement may not be assigned, pledged, hypothecated, or in any other way transferred or encumbered by any party hereto without the prior written consent of the other part. (f) This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and venue shall be in Ionia County, Michigan. (g) This Agreement constitutes the entire agreement and understanding among the parties to this Agreement and supersedes any and all prior agreements between the parties with respect to the work.

CL Trucking & Excavating, LLC

256 East Parmeter, Ionia, MI 48846
Phone: 616-527-9352 Fax: 616-527-8424

June 26th, 2024

Ionia County Road Department
Attn: Kevin Wadekins
170 E. Riverside Drive
Ionia, MI 48846

RE: Ionia County Road Department – Storm Pipe & Concrete Replacement

CL Trucking & Excavating, LLC (CLTE) is proud to submit the lump sum proposal amount of **\$24,516.00** for the above indicated project. Our proposal is based on the following scope of work:

- 1) Mobilization/Demobilization
- 2) Remove HMA over existing storm pipe
- 3) Install new 12" storm sewer line (100')
- 4) Connect to existing storm structures
- 5) Place 8" of aggregate base under the new HMA
- 6) Remove concrete in existing truck shed (10' x 32')
- 7) Concrete Prep/Concrete Work
 - a. Includes 6" of sand subbase placement under new concrete.
 - b. Includes the cost for Accurate Concrete to pour the new concrete in the truck shed

Note(s):

- 1) All permits and fees are to be taken care of by owner.
- 2) No bonding is included.
- 3) Assistance will be needed to locate any private utilities that may exist in construction zone.
- 4) Proposal does not include licensed surveyor to perform layout. Layout to be determined in the field between owner and CLTE
- 5) Proposal based on standard wage rates, no prevailing wages.
- 6) Price does not include the removal/replacement of bollards if they are to be removed during the installation of proposed 12" storm sewer.
- 7) Price does not include asphalt patching.
- 8) All quantities were based on information provided by the Ionia County Road Department and could change in the field.

Should you have any questions or would like to discuss any of these items please feel free to give me a phone call. Thanks.

Respectfully,

Nick Wharry
Estimator/Project Manager
616-902-9000



PLATTE EXCAVATING LLC ESTIMATE

Cell Phone: 616-329-9350

Email: platte_25@hotmail.com

274 N.Elm St. Fowler, MI

Estimate submitted to:

Ionia Road Dept

Phone:

Date:

6/26/2024

City, State, Zip:

Job Description:

100' pipe replacement

JOB DESCRIPTION:

- Saw cut the asphalt and truck away to dig the pipe up. 10'x100'
- Remove spoils and old pipe then truck away.
- Install new 12" dual wall ADS pipe and mortar and brick what we have to.
- Install sand and compact in 8" lifts, grade for new asphalt to be installed by road commission.

Total Excavation: \$7,700.00



PLATTE EXCAVATING LLC ESTIMATE

Cell Phone: 616-329-9350

Email: platte_25@hotmail.com

274 N.Elm St. Fowler, MI

Estimate submitted to:

Ionia Road Dept

Phone:

Date:

6/26/2024

City, State, Zip:

Job Description:

10'x32' concrete

JOB DESCRIPTION:

- Saw cut and remove old concrete and truck away.
- Prep for new concrete, add dowels to existing and wire mesh.
- Pour the same thickness as the concrete we remove. 5,000 psi concrete with limestone 8"-10" thick.
- Power trowel and saw cut relief joints the next day.

Total Excavation: \$6,800.00

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Title: Purchase MDOT Trunkline Cable Barrier System Materials

Date: July 9, 2024

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

The Road Department has a State Trunkline Maintenance Contract with MDOT. The contract requires the Road Department to maintain the Cable Barrier System. MDOT requires that we purchase materials used in installing or repairing the system from Gibraltar Global. LLC, the barrier system manufacturer. We are also required to maintain an inventory of the materials/parts needed to maintain the system.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

We need to replenish the cable barrier system materials inventory. The cost of replenishment will be in the range of \$65,000 to \$110,000. We invoice MDOT for the cost and are reimbursed by them at the time of purchase.

LEGAL REVIEW:

N/A

DEADLINE:

July 9, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board authorization for Linda Pigue, Managing Director, to sign a purchase order for materials and parts from Gibraltar Global LLC for the MDOT Cable Barrier System in an amount not to exceed \$110,000.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.



ORDER FORM COVERSHEET

1208 Houston Clinton Dr., Burnet, Texas 78611
(512) 715-0808 | Toll-Free: (833) 715-0810 | Fax: (512) 715-0811

ORDERS@GIBALTARGLOBAL.COM

ALL ORDERS MUST HAVE A COMPLETED COVER SHEET TO PROCESS WITHOUT ANY DELAYS

****PLEASE ALLOW 3-5 BUSINESS DAYS TO PROCESS ORDERS PLUS SHIPPING/TRANSIT TIME ****

DATE:	PLEASE CHECK ALL APPLICABLE BOXES QUOTE NEEDED FOR: ☐ MATERIALS ☐ FREIGHT
COMPANY NAME:	
CONTACT NAME:	
PHONE NUMBER:	
FAX NUMBER:	
EMAIL:	

* PLEASE INCLUDE YOUR EMAIL ADDRESS SO WE CAN SEND YOU AN ORDER CONFIRMATION FOR APPROVAL PRIOR TO SHIPPING (BE SURE YOUR EMAIL ADDRESS IS LEGIBLE)

PO NUMBER:	COUNTY & STATE:
-------------------	----------------------------

SHIPPING ADDRESS:	BILLING ADDRESS:

SHIPPING CONTACT:		RECEIVING HOURS:	
SHIPPING PHONE:		RECEIVING HOURS:	

*** PLEASE LIST ANY SPECIAL DELIVERY NEEDS BELOW ie. CALL AHEAD REQUIREMENTS, LIFT GATE REQUIRED, LIMITED ACCESS, RESIDENTIAL ADDRESS, ETC.***

PLEASE NOTE THAT IF ANY PERTINENT INFORMATION FOR DELIVERY IS NOT LISTED IT COULD RESULT IN A REDELIVERY CHARGE OR FEE THAT WILL BE BILLED TO THE CUSTOMER DIRECTLY OR VIA GIBRALTAR ONCE DISCOVERED

Notes:

FOR QUESTIONS REGARDING ORDERS PLEASE CONTACT JOHN JANSEN AT (512) 715-0808. JJANSEN@GIBALTARGLOBAL.COM

FOR TECHNICAL QUESTIONS CONTACT INFO@GIBALTARGLOBAL.COM

**PRICES DO NOT INCLUDE SHIPPING & HANDLING CHARGES **

REV 2/2023

**PLEASE NOTE IF FREIGHT COSTS NEED TO BE INCLUDED IN THE PRICE OF MATERIALS **



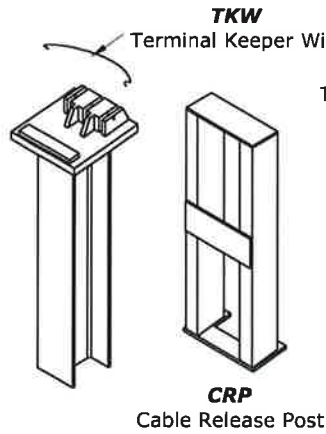
SYSTEM TYPE: TL 4 (3 Cable) System

TO ORDER REPLACEMENT PARTS, CONTACT:

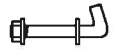
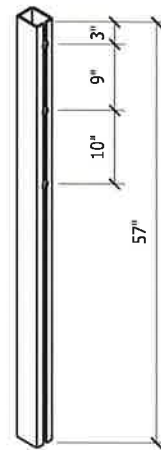
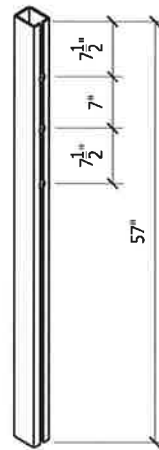
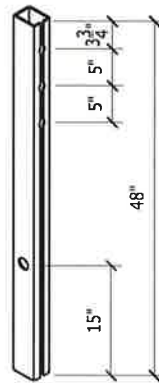
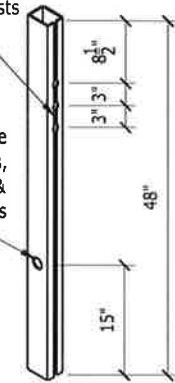
Gibraltar Global LLC
1208 Houston Clinton DR
Burnet, TX 78611

Toll Free: (833) 715-0810 Office: (512) 715-0808
Email: ORDERS@gibraltarglobal.com Fax: (512) 715-0811

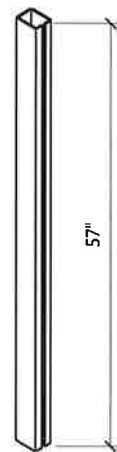
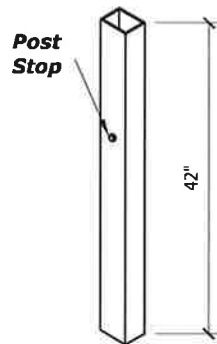
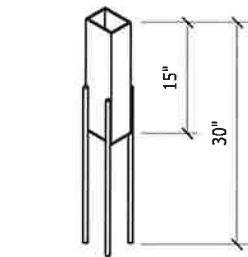
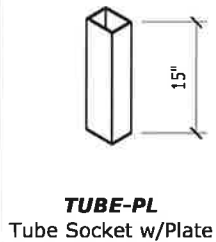
PART #	ITEM / DESCRIPTION	PRICE	UNIT	QUANTITY	EXTENDED AMT
4-HPIN	TL-4 Hairpin	\$ 26.25	EA		\$ 0.00
4-LOCK	TL-4 Lockplate	\$ 12.50	EA		\$ 0.00
U-LOCK	U-Bolt Lockplate Assembly (Consists of Lockplate and 3 U-bolts)	\$ 30.00	SET		\$ 0.00
4-LNP-S	TL-4 Line Post / Socketed (57")	\$ 78.75	EA		\$ 0.00
4-LNP-D	TL-4 Line Post / Driven (84")	\$ 109.25	EA		\$ 0.00
AP-3	Anchor Post	\$ 618.25	EA		\$ 0.00
SOCK-S	15" Socket 4" x 3" - 15" long w/ (4) 16" bars	\$ 58.00	EA		\$ 0.00
SOCK-P	4x3x15" Plastic Socket	\$ 13.25	EA		\$ 0.00
TUBE-PL	15" Tube Socket 15" 4" x 3" with welded plate	\$ 29.25	EA		\$ 0.00
TUBE-D	42" Driven Socket 4" x 3" with Post Stop at 15"	\$ 89.50	EA		\$ 0.00
CRP-1"	Cable Release Post	\$ 388.25	EA		\$ 0.00
TKW	Terminal Keeper Wire (12-Ga x 12" long)	\$ 2.25	EA		\$ 0.00
TP1	Terminal Post No.1/ Weak 48" (3-Hole)	\$ 85.95	EA		\$ 0.00
TP2	Terminal Post No.2/ Weak 48" (3-Hole)	\$ 85.95	EA		\$ 0.00
TP3-4	Terminal Post No.3/ Standard 57" (3-Hole)	\$ 90.50	EA		\$ 0.00
TP4-4	Terminal Post No.4/ Standard 57" (3-Hole)	\$ 90.50	EA		\$ 0.00
J-BLT	J-Bolt (3/4")	\$ 19.75	EA		\$ 0.00
ATF	Anchor Terminal Fitting (3/4") Includes Turnbuckle	\$ 226.50	EA		\$ 0.00
ATF-End	Anchor Terminal Fitting End - 18" x 3/4" Rod with Acorn	\$ 127.50	EA		\$ 0.00
ATF 1" Milled	Anchor Terminal Fitting - 1" Milled to fit 3/4" gap in AP	\$ 382.00	EA		\$ 0.00
CSTB	Cable Splice Turnbuckle (3/4") Open Body	\$ 281.75	EA		\$ 0.00
ATF-1"	Anchor Terminal Fitting (1") Includes Turnbuckle	\$ 340.00	EA		\$ 0.00
ATF-End 1"	Anchor Terminal Fitting End 1 18" x 1" Rod and Acorn	\$ 164.00	EA		\$ 0.00
CSTB-1"	Cable Splice Turnbuckle (1") Open Body	\$ 380.00	EA		\$ 0.00
ATF-7/8"	Anchor Terminal Fitting (7/8") Includes Turnbuckle	\$ 300.00	EA		\$ 0.00
ATF-End 7/8"	Anchor Terminal Fitting End - 18" x 7/8" Rod and Acorn	\$ 133.00	EA		\$ 0.00
CSTB-7/8"	Cable Splice Turnbuckle (7/8")	\$ 323.00	EA		\$ 0.00
TORP	"Torpedo" Splice	\$ 125.00	EA		\$ 0.00
ACORN	Acorn	\$ 57.75	EA		\$ 0.00
WEDGE	Wedge For Acorn	\$ 4.50	EA		\$ 0.00
DLN	Delineator / Reflective Object Marker - <i>Specify Yellow or White</i>	\$ 3.00	EA		\$ 0.00
CBL-PRE	Pre-stretched Cable (3/4" Guardrail Cable)*[See Note 1]	\$ 3.00	LF		\$ 0.00
EXCL-CAP	Excluder Cap - Post Base	\$ 4.25	EA		\$ 0.00
CAP	Post Cap Sleeve - Post Top	\$ 11.25	EA		\$ 0.00
T-MTR	Tension Meter with Case *[See Note 2]	\$ 4150.00	EA		\$ 0.00
TRAINING	Installation and Repair Training *[See Note 3] Call for details				
NOTE-1	Cable sold as a complete 2000' spool only (unless remnant pieces are available)	PARTS TOTAL			\$ 0.00
NOTE-2	Gibraltar Global recommends that the tension of the cables be checked after every repair	SHIPPING & HANDLING			
NOTE-3	We recommend that ALL contractors installing or repairing our systems be trained and certified by Gibraltar Global * Please call for more information	ORDER TOTAL			\$ 0.00



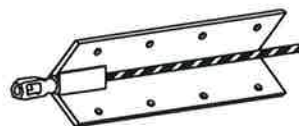
AP-3
Anchor Post



J-BLT
J-Bolt



4-HPIN
TL4 Hairpin



4-LOCK
TL4 Lockplate



WEDGE
W-1 Wedge



ACORN
Acorn w/ Wedge



TORP
Longitudinal Section ONLY
Torpedo Cable Splice

PROPRIETARY TO GIBRALTAR



TL4 System Parts

Gibraltar Cable Barrier Systems

Scale:	NTS	Date:	3-27-2020
Layout:	ANSI B	Drafter:	BH

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Title: Award Contracts for Asphalt Mixtures

Date: July 9, 2024

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

The Road Department maintains a bulk inventory of "Cold Patch" material on-site at its Riverside Drive Facility. Our inventory has become depleted and needs replenishing. We solicited sealed bids and wish to award contracts.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The cost of these road materials is included in the Department's annual budget.

LEGAL REVIEW:

N/A

DEADLINE:

July 9, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board accept Lakeland Asphalt Corporation's bid for BMP-7 and Black Gold Holdings bid for UPM.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

IONIA COUNTY ROAD COMMISSION

	A	B	C	D	E	F	G
1	SEASONAL BIDS - MONDAY, MAY 3, 2024@2:00 PM						
2	TABULATION						
3							
4	BITUMINOUS MIX						
5			PRICE PER TON AT PLANT	PRICE PER TON DELIVERED (50 TON MIN)			
6	BIDDER	TYPE					
7	Reith-Riley Construction Co.	4EL Base 64-22	\$67.00	No Bid			Dutton plant
8	Wyoming, MI	5EL Top 64-22	\$69.00	No Bid			
9							
10	BIDDER						
11	Lakeland Asphalt Corp.	BMP-7 (cold patch)	\$127.00	\$134.50			
12	Battle Creek, MI						
13							
14	BIDDER						
15	Black Gold Holdings	UPM - Cold Patch	\$155.00	\$175.00			50 ton minimum
16	Wayland, MI	4EU13A/LVSP	\$66.00	No Bid			
17		5EU5E1	\$67.00	No Bid			

BID SHEET
Asphalt Mixtures

The undersigned, having examined the "Invitation to Bid" proposes to furnish the following material requirements for the year **June 12, 2024 through June 11, 2025**. **Delivered prices shall be based on tons delivered** to the Ionia County Road Department garages or, where designated at any location within Ionia County. **Bid prices are to remain firm for one year.**

All Asphalts mixtures to be delivered or picked up **MUST** be weighed on certified scales; the contractor shall, at their expense, have their scales certified and inspected, prior to beginning shipments. In addition, all delivery tickets **MUST** be generated and printed from a computerized scale. All trucks shall be weighed empty, and then weighed loaded, and the differential shall be the net weight recorded on the delivery ticket. Hand written tickets are unacceptable. All materials shall meet or exceed the current Michigan Department of Transportation Specifications.

Asphalt Mixtures:	AT PLANT (PER TON)	DELIVERED (PER TON)
HMA, WMA (Hot, Cold patch/winter mix)		
Specify what type: UPM, CP6, etc.		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Notes / Terms: _____

Authorized Signature

Date

Print Name / Title

Phone Number

Company Name

Fax Number

Address

Cell Phone Number

City, State, ZIP

Email address

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Title: Award Contracts for Signs

Date: July 9, 2024

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

The Road Department maintains an inventory of signs and materials to make signs. Our inventory has become depleted and needs replenishing. We solicited sealed bids and wish to award contracts.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The cost of these signs and materials is included in the Department's annual budget.

LEGAL REVIEW:

N/A

DEADLINE:

July 9, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request Board accept Dornbos Sign Inc bid **except for** (1) Refurbished signs; (2) Rolled goods; (3) 3# Galvanized Sign Post U-Channel; (4) 48x9 RR Cross Bucks, 7' painted steel delineator post, galvanized sign backing plate, and 12 ga. Square tubing 3' length.

Request Board accept Michigan State Industries bid for (1) Refurbished Signs and (2) Rolled Goods.

Request Board accept MD Solutions bid for (1) 48x9 RR Cross Bucks., 7' painted steel delineator post, galvanized sign backing plate, and 12 ga. Square tubing 3' length (2) Galvanized Sign Post U-Channel.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

	A	B	C	D	E	F
1	SEASONAL BIDS - MONDAY, MAY 3, 2024 @ 2:00 PM			TABULATION	Ionia County Road Commission	
2			<i>Dornbos Sign Inc.</i>	<i>Michigan St Indust</i>	<i>Osburn Associates</i>	<i>MD Solutions</i>
3	SIGNS	DESCRIPTION	<i>Charlotte, MI</i>	<i>Lansing, MI</i>	<i>Logan, OH</i>	<i>Plein City, OH</i>
4	36" STOP	HIP New	\$44.28	\$43.65	\$50.57	\$53.82
5		HIP Refurb	No bid	\$36.00	No bid	No bid
6		Aluminum Blank	\$30.35	\$28.53	\$30.53	\$32.67
7	36" STOP AHEAD	HIP New	\$49.69	\$52.65	\$52.92	\$53.82
8		HIP Refurb	No bid	\$40.50	No bid	No bid
9		Aluminum Blank	\$30.35	\$28.53	\$31.95	\$32.67
10	36" YIELD	HIP New	\$22.14	\$21.83	\$26.46	\$28.00
11		HIP Refurb	No bid	\$18.00	No bid	No bid
12		Aluminum Blank	\$15.18	\$14.27	\$15.98	\$19.00
13	30" STOP	HIP New	\$30.75	\$30.31	\$35.00	\$36.00
14		HIP Refurb	No bid	\$25.00	No bid	No bid
15		Aluminum Blank	\$21.08	\$19.81	\$21.30	\$22.69
16	30" STOP AHEAD	HIP New	\$34.23	\$36.56	\$36.75	\$37.38
17		HIP Refurb	No bid	\$40.50	No bid	No bid
18		Aluminum Blank	\$21.08	\$19.81	\$22.19	\$22.69
19	30X30 WARNING	HIP New	\$30.75	\$30.31	\$36.75	\$37.38
20		HIP Refurb	No bid	\$25.00	No bid	No bid
21		Aluminum Blank	\$21.08	\$19.81	\$22.19	\$22.69
22	36X36 WARNING	HIP New	\$44.28	\$43.65	\$52.92	\$53.82
23		HIP Refurb	No bid	\$36.00	No bid	No bid
24		Aluminum Blank	\$30.35	\$28.53	\$31.95	\$32.67
25	18X18 WARNING	HIP New	\$11.07	\$10.91	\$13.23	\$13.46
26		HIP Refurb	No bid	\$9.00	No bid	No bid
27		Aluminum Blank	\$8.09	\$7.13	\$7.99	\$8.16
28	24X18 WARNING	HIP New	\$14.76	\$14.55	\$17.64	\$17.94
29		HIP Refurb	No bid	\$12.00	No bid	No bid
30		Aluminum Blank	\$10.12	\$9.51	\$10.65	\$10.89
31	24X24 WARNING	HIP New	\$19.68	\$19.40	\$23.52	\$23.92
32		HIP Refurb	No bid	\$16.00	No bid	No bid
33		Aluminum Blank	\$13.49	\$12.68	\$14.20	\$14.52
34	48X24 WARNING	HIP New	\$39.36	\$38.80	\$47.04	\$47.84
35		HIP Refurb	No bid	\$32.00	No bid	No bid
36		Aluminum Blank	\$26.98	\$25.36	\$28.40	\$29.09
37	12X18 REGULATORY	HIP New	\$7.58	\$7.28	\$8.82	\$8.97
38		HIP Refurb	No bid	\$6.00	No bid	No bid
39		Aluminum Blank	\$6.06	\$4.76	\$5.33	\$5.45
40	12X24 REGULATORY	HIP New	\$9.84	\$9.70	\$11.76	\$11.96
41		HIP Refurb	No bid	\$8.00	No bid	No bid
42		Aluminum Blank	\$7.49	\$6.34	\$7.10	\$7.26
43	24X30 REGULATORY	HIP New	\$24.60	24.25	\$29.40	29.9
44		HIP Refurb	No bid	\$20.00	No bid	No bid
45		Aluminum Blank	\$16.86	\$15.85	\$17.75	\$18.15

	A	B	C	D	E	F
46						
47	SIGNS	DESCRIPTION	<i>Dornbos Sign Inc.</i>	<i>Michigan St Indust</i>	<i>Osburn Associates</i>	<i>MD Solutions</i>
48	30X30 REGULATORY	HIP New	\$30.75	\$30.31	\$36.75	\$37.38
49		HIP Refurb	No bid	\$25.00	No bid	No bid
50		Aluminum Blank	\$21.08	\$19.81	\$22.19	\$22.69
51	30X36 REGULATORY	HIP New	\$36.90	\$38.38	\$44.10	\$44.85
52		HIP Refurb	No bid	\$30.00	No bid	No bid
53		Aluminum Blank	\$25.29	\$23.78	26.63	\$32.67
54	REFLECTIVE POST PANELS 3'X72"					
55	Red	New	\$9.01	\$7.28	8.82	\$9.00
56		Refurb	No bid	No bid	No bid	No bid
57	Amber	New	\$9.01	\$7.28	8.82	\$9.00
58		Refurb	No bid	No bid	No bid	No bid
59	White	New	\$9.01	\$7.28	8.82	\$9.00
60		Refurb	No bid	No bid	No bid	No bid
61	REFL ROLLED GOODS 36"x50 yards					
62		Black	\$630.00	\$405.00	\$557.30	\$700.00
63		Colored	\$737.10	\$445.50	\$544.50	\$645.00
64	STREET SIGN EXTRUDED/FLAT PANEL HIP					
65	New	9 x 18"	\$6.25	\$6.58	\$6.59	\$9.00
66		9 x 24"	\$8.04	\$8.78	\$8.82	\$12.00
67		9 x 30"	\$10.07	\$10.97	\$11.03	\$15.00
68		9 x 36"	\$12.05	\$13.16	\$13.23	\$18.00
69		9 x 42"	\$14.09	\$15.39	\$15.41	\$21.00
70		9 x 48"	\$16.07	\$17.55	\$17.64	\$24.00
71	Refurbished	9 x 18"	No bid	\$5.06	No bid	No bid
72		9 x 24"	No bid	\$6.75	No bid	No bid
73		9 x 30"	No bid	\$8.44	No bid	No bid
74		9 x 36"	No bid	\$10.13	No bid	No bid
75		9 x 42"	No bid	\$11.81	No bid	No bid
76		9 x 48"	No bid	\$13.50	No bid	No bid
77	48X9 RR CROSS BUCKS		\$83.46	No bid	No bid	\$55.00
78	4x8 HIP rectangular panel (ea)		\$1.96	No bid	\$1.40	\$3.00
79	7' painted steel delineator post (ea)		\$11.74	No bid	No bid	\$8.37
80	Galvanized sign backing plate (ea)		\$0.85	No bid	No bid	\$1.25
81	12 ga. Square tubing 3' length (ea)		\$39.50	No bid	No bid	\$30.00
82	3# GALVANIZED SIGN POST U-CHANNEL					
83		10"	\$42.45	No bid	No bid	\$36.30
84		12"	\$50.94	No bid	No bid	\$43.56
85		14"	\$59.43	No bid	No bid	\$50.82
86		16"	\$67.92	No bid	No bid	\$58.08
87	Sign Backing Plates		\$0.85	No bid	No bid	\$1.90

	A	B	C	D	E	F
88		Terms / Comments:		<i>Alum blanks are refurbished</i>		
89						
90						

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

July 9, 2024

CONTACT:

Patrick Jordan, County Administrator

DESCRIPTION:

The Opioid Settlement Steering Committee met to discuss and score the 3 applications received. 2 of the 3 received unanimous approval for full awards. 1 was declined. Have Mercy and The Right Door scored 89.6 and 85, respectively. Cognitive Consultants received a score of 74.6. Due to the score and the scope of Cognitive Consultants' request (\$799,288) their request was denied.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Administration

FINANCIAL ANALYSIS:

Awards of Opioid Settlement funds of \$25,632 to Have Mercy and \$75,099 to The Right Door. We currently have on-hand \$756,758.18, with \$397,272.13 received in 2023 and \$359,486.05 in 2024. We're set to receive, according to settlement orders from the Federal Court, \$3,224,919.56 over the course of 18 years. That's an average of \$179,162.19, which is the amount Administration and the Steering committee recommend we set as a limit on awards each year.

LEGAL REVIEW:

None needed

DEADLINE:

None

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Motion to approve awards of \$25,632 to Have Mercy and \$75,099 to The Right Door.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends.



Opioid Settlement Funds

Application - 2024

Responsible Party: The Right Door for hope, recovery and wellness Date: 5 / 7 / 24

Contact Name: Julie Dowling Contact Email: jdowling@rightdoor.org

Contact Phone: (616) 527-1790 Organization Address: 375 Apple Tree Drive, Ionia, MI 48846

Time Frame: July 1, 2024-June 30, 2025

Questions to be answered by the applicant, along with the criteria reviewers will use to evaluate the responses, are below. Unless otherwise specified, applicant responses are limited to 5,000 characters.

Evidence Based Strategy – 20 Points

Describe how the proposal uses an Evidence Based Strategy.

The Right Door for hope, recovery, and wellness (TRD) is proposing the hiring of 1 FTE of Recovery Coach(es) who will work with inmates in the Ionia County Jail providing specialized group facilitation, “pre-out date” individual services to assist with strengthening the community supports available to inmates (with a history of SUD) upon discharge and “post out date” individual services to aid in successful community transition.

The recovery coach will focus on screening for and promoting the Social Determinants of Health with the inmates they are working with to enhance stability as the inmate transitions out of the local jail and into the community. Elements of the social determinants of health include food insecurity, interpersonal safety, housing insecurity, transportation insecurity, education, employment, finances, family and community support, substance use, physical activity, mental health, disabilities and utilities. The use of recovery coaches is an evidenced based intervention noted throughout SAMSHA literature as well as one of the areas noted within Michigan’s Opioid Remediation Plan (“ Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose. ” –Opioid Remediation Uses).

Additionally, TRD will expand Naloxone distribution sites throughout the County, including free Naloxone availability at all three TRD locations (Belding, Ionia, and Portland), and Samaritas’ Belding office, as well as targeted other locations in the community. Naloxone (commonly known as Narcan, the brand name) may be used to reverse the impact of an opioid overdose. Naloxone distribution is considered a beneficial means to reducing the number of accidental overdose deaths and considered part of a model of best practices related to abating the negative impact of opioids.

Additionally, with support from the Ionia County Jail, inmates will be discharged with Naloxone. “ Individuals with a history of incarceration are, in general, at higher risk of overdose. Periods immediately following release from supervision or treatment, when a person’s opioid tolerance is low, are especially dangerous: an individual is more than twenty-five-times more likely to overdose in the first weeks following the cessation of treatment than during treatment, and release from incarceration, also defined by abrupt reintegration in the context of lowered opioid tolerance, places individuals with opioid dependency at similar risk. Naloxone distribution programs operated within treatment and correctional settings are an effective way to train and equip this extremely high-risk group— as well as their friends and family members—with life-saving naloxone. ” (cdc.gov).

Feasibility – 25 Points

Demonstrate that the organization has the ability to deliver on the proposal.

TRD has a long-standing history of fulfilling grant funder expectations, including local, State and Federal grantors. This proposal will involve the hiring and training of 1 FTE of Recovery Coach who will work both within the Ionia County Jail and in the community with those being discharged from the jail. The process will involve posting the position prior to being awarded the grant to expedite the hiring process. TRD will follow internal hiring practices including background checks and additional security clearance checks provided to TRD employees who provide services within the Ionia County Jail. TRD has employed a Recovery Coach who has provided some group and individual services to inmates at the Ionia County Jail for 7 years, so TRD does have experience in providing these types of services within the jail and community settings.

Additionally, this proposal includes greater access to free Naloxone distribution sites within Ionia County. With three additional locations being TRD sites, the process can begin as quickly as the Naloxone can be obtained and practices put in place. Other locations will be secured and promoted as well. Access to securing free Naloxone for distribution will be done via State and Federal resources and other trusted entities prior to the use of grant funding.

Evaluation – 15 Points

Submit a work plan listing outcomes to be measured.

Outcomes:

- 1) At least 5 additional distribution sites of Free Naloxone will be initiated within Ionia County, with hopes of reducing accidental overdoses in Ionia County.
- 2) Enhanced Peer Recovery Services will be provided to inmates with SUD history in and recently discharged from the Ionia County Jail, including group and individual services.
- 3) Enhanced Peer Recovery Services have a minimum of 60 contacts per month with inmates/recently discharged inmates.
- 4) Enhanced Peer Recovery Services will secure a minimum of one warm hand-off to community providers within 30-days post discharge for a minimum of 80% of inmates discharged from the Ionia County Jail with substance use diagnosis and/or substance related charges.

Workplan:

Timeframe:	Activity:
Pre-grant award	Post for Peer Recovery Coach position(s) (pending grant approval)
June 7, 2024	Grant awarded to TRD
June 7th-July 7th, 2024	Interview and hire for Recovery Coach position
Prior to 7.15.24	Naloxone for distribution will be obtained by TRD and at least 2 additional distribution sites within Ionia County, in addition to TRD offices, will be secured.
Prior to July 29, 2024	Peer Recovery Coach will begin employment at TRD
8.1.24	Free Naloxone will be on-sites for distribution; Marketing will be initiated
8.6.24	Recovery Coach will begin providing services at the jail
Prior to 9.1.24	Peer Recovery Coach will complete CARR training
Prior to 6.1.25 ethics,	Peer Recovery Coach will apply for MCBAP CPRM (Certified Peer Recovery Mentor) certification; requirements include training (eg CARR), additional 15 CEs in plus 500 hours of work experience.

Suitability – 25 Points

Indicate how the proposal fits Ionia County's needs. How will the proposal be sustainable? Will the proposal involve a person or persons with lived experiences?

TRD utilized feedback from a person with lived experience for this proposal. Additionally, TRD has recently completed a Stakeholder Survey as part of an Annual Community Needs Assessment. The Stakeholder Survey identified substance use disorders as the second most significant mental health need that is not currently being adequately addressed within Ionia County. Substance Use Disorders was an area of need identified by DHHS, Justice System-Law Enforcement, Courts, Jail, Non-profit Organizations, Persons Served/Advocates, Primary Health Care, Public Health, and the schools, in the most recent Stakeholder Survey completed by TRD.

The 2023 Michigan Opioid Annual Report noted that justice-involved individuals are an identified population that is more vulnerable to the harms caused by the opioid crisis and less likely to engage with or access services or experience health disparities. A Recovery Coach would be able to work with the person while in jail to make for a more planful "out-date" from the jail and then follow the person post incarceration to help them link up to on-going community supports and resources.

Currently, the free Naloxone distribution sites within Ionia County are isolated to Ionia City proper. Having free Naloxone distribution sites in multiple, easily accessible locations throughout the County will encourage those most vulnerable to have the ability to secure this potentially life-saving tool. "MDHHS believes that naloxone kits should be in as many locations as possible...The American Medical Association (AMA) House of Delegates, the legislative and policy-making body of the AMA, supports the widespread implementation of easily accessible naloxone rescue stations (such as public availability of naloxone through wall-mounted display/storage units that also include instructions) throughout the country following distribution and legislative edicts similar to those for automated external defibrillator (AED)." ~2023 Michigan Department of Health and Human Services Opioid Annual Report.

The majority of this proposal for grant funding would be utilized to secure and maintain the 1 FTE Peer Recovery Coach. A person with lived experience is a requirement to become a Peer Recovery Coach and for Certification as Peer Recovery Mentor (CPRM). CPRM is a component of this proposal. Should this grant funding not be available for continuation of free Naloxone distribution nor for the one FTE of peer recovery coaching, funding will need to be sought via other avenues to secure the necessary resources. The Right Door does not have sufficient funding to provide these services within the jail setting currently. Alternative funding would need to be explored and The Right Door is committed to taking the lead in attempting to secure continuation funding should this particular grant funding not be available.

Equity – 5 Points

Describe how the project addresses community needs in a fair and equitable manner.

The need for the interventions this proposal identifies is great and reflected in Stakeholder Surveys completed by The Right Door for hope, recovery, and wellness. The peer recovery coach outlined in this proposal will be available to all inmates within the Ionia County Jail who have a substance use diagnosis or who have been charged with substance related crimes, regardless of religion, race, color, national origin, genetic information, sex, age, height, weight, marital status, and disability. The Naloxone distribution will be available free to all community members.

Reach – 5 Points

Describe how the project reaches/targets those most impacted by the opioid epidemic in Ionia County.

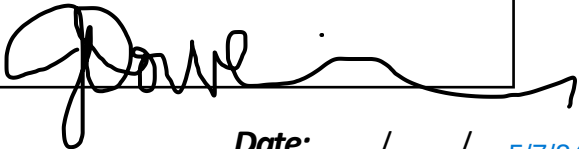
As noted above, the 2023 Michigan Opioid Annual Report noted that justice-involved individuals are an identified population that is more vulnerable to the harms caused by the opioid crisis. This proposal specifically targets those persons who are most vulnerable and most impacted by the opioid epidemic in Ionia County.

The Ionia County Community Corrections Advisory Board FY24/25 grant submission document indicated “ Defendant and offenders are screened for substance use services beginning with the COMPAS Criminogenic Needs and Risk Profile. ” Substance abuse is ranked as the top need at 76%.

Additional Items – 5 Points

Indicate how the budget is comprehensive and meets the criteria for indirect costs not exceeding 10% of awarded funds.

TRD is seeking a total of \$75,099.20 grant funds for the initial annual budget (July 1, 2024-June 30, 2025). The monies would be utilized to fund 1 FTE of peer recovery coach (either 1 FTE or 2 ½ FTEs), related expenses (e.g.-fringe benefits, cell phone and travel expenses), Narcan display cases and potentially Narcan, if it is not able to be obtained free from State and Federal sources. At this time, TRD is able to secure free Narcan and is not anticipating it to be a significant cost to the grant during this year. TRD has included 10% (\$6827.20) indirect costs to cover administrative and associated costs.

Applicant Signature: Julie Dowling 

Date: ____/____/ 5/7/24

PROGRAM BUDGET SUMMARY

Use **WHOLE DOLLARS** Only

ATTACHMENT B.1

PROGRAM Opioid Settlement Year 1			DATE PREPARED 4/30/2024		Page 1	Of 1
GRANTEE NAME The Right Door for Hope, Recovery and Wellness			BUDGET PERIOD From: 7.1.2024 To: 6.30.25			
MAILING ADDRESS (Number and Street) 375 Apple Tree Drive			BUDGET AGREEMENT ☒ ORIGINAL ☐ AMENDMENT		AMENDMENT #	
CITY Ionia	STATE Michigan	ZIP CODE 48846	FEDERAL ID NUMBER 38-3274841			
EXPENDITURE CATEGORY					TOTAL BUDGET (Use Whole Dollars)	
1. SALARY & WAGES					\$45,187	
2. FRINGE BENEFITS					\$19,565	
3. TRAVEL					\$1,200	
4. SUPPLIES & MATERIALS					\$1,600	
5. CONTRACTUAL (Subcontracts/Subrecipients)						
6. EQUIPMENT						
7. OTHER EXPENSES						
Cell Phone					\$720	
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)					\$68,272	
9. INDIRECT COSTS: Rate #1 %					\$6,827	
INDIRECT COSTS: Rate #2 %						
10. TOTAL EXPENDITURES					\$75,099	

SOURCE OF FUNDS:

11. FEES & COLLECTIONS					
12. STATE AGREEMENT					
13. LOCAL					
14. FEDERAL					
15. OTHER(S)					
16. TOTAL FUNDING					

AUTHORITY: P.A. 368 of 1978

COMPLETION: Is Voluntary, but is required as a condition of funding.

The Department of Health and Human Services is an equal opportunity employer, services and programs provider.

PROGRAM BUDGET - COST DETAIL SCHEDULE

ATTACHMENT B.2

View at 100% or Larger

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Page

Of

Use WHOLE DOLLARS Only

PROGRAM The Right Door for hope, recovery and wellness		BUDGET PERIOD From: 7.1.24 To: 6.30.24		DATE PREPARED 4.30.24
GRANTEE NAME		BUDGET AGREEMENT ☒ ORIGINAL ☐ AMENDMENT		AMENDMENT #
1. SALARY & WAGES: POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY	
Recovery Coach		1.0 FTE	\$ 45,187	
1. TOTAL SALARY & WAGES:			\$ 45,187	
2. FRINGE BENEFITS: (Specify)		Composite Rate 56%		\$ 19,565
☒ FICA	☒ LIFE INS	☒ DENTAL INS		
☒ UNEMPLOY INS	☒ VISION	☒ WORK COMP	☐ Tuition Remission (list amount)	
☒ HOSPITAL	☐ HEARING			
☒ RETIREMENT	☒ OTHER:specif	STD/LTD	2. TOTAL FRINGE BENEFITS: \$ 19,565	
3. TRAVEL: (Specify if category exceeds 10% of Total Expenditures)				\$1,200
3. TOTAL TRAVEL:				\$ 1,200
4. SUPPLIES & MATERIALS: (Specify if category exceeds 10% of Total Expenditures)				
Narcan Boxes-x5				\$ 1,600
4. TOTAL SUPPLIES & MATERIALS:				\$ 1,600
5. CONTRACTUAL: (Subcontracts/Subrecipients)				
Name	Address	Amount		
5. TOTAL CONTRACTUAL:				\$ -
6. EQUIPMENT: (Specify)				Amount
6. TOTAL EQUIPMENT:				\$ -
7. OTHER EXPENSES: (Specify if category exceeds 10% of Total Expenditures)				Amount
Communication:	Cell Phone	\$ 720		
Space Cost:				
Others (explain):				
7. TOTAL OTHER EXPENSES:				\$ 720
8. TOTAL DIRECT EXPENDITURES: (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES		\$ 68,272
9. INDIRECT COST CALCULATIONS:				
Rate #1	Base \$ 68,272	x Rate 10.00%	=	\$ 6,827
Rate #2	Base \$ -	x Rate	=	\$ -
9. TOTAL INDIRECT EXPENDITURES:				\$ 6,827
10. TOTAL ALL EXPENDITURES: (Sum of lines 8-9)				\$ 75,099

COMPLETION: Is Voluntary, but is required as a condition of funding.

programs provider.

DCH-0386(E) (Rev 8/15) (EXCEL) Previous Edition Obsolete

Use Additional Sheets as Needed

ATTACHMENT B.2

Of

PROGRAM		BUDGET PERIOD		DATE PREPARED
		From:	To:	
GRANTEE NAME		BUDGET AGREEMENT ☐ ORIGINAL ☐ AMENDMENT		AMENDMENT #
1. SALARY & WAGES:				
POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY	
1. TOTAL SALARY & WAGES:		0.000	\$	-
2. FRINGE BENEFITS: (Specify)		Composite Rate %		
☐ FICA	☐ LIFE INS	☐ DENTAL INS		
☐ UNEMPLOY INS	☐ VISION INS	☐ WORKS COMP		
☐ RETIREMENT	☐ HEARING INS	☐ Tuition Remission (list amount)		
☐ HOSPITAL INS	☐ OTHER:specify-	2. TOTAL FRINGE BENEFITS:		\$ -
3. TRAVEL: (Specify if category exceeds 10% of Total Expenditures)				
3. TOTAL TRAVEL:				\$ -
4. SUPPLIES & MATERIALS: (Specify if category exceeds 10% of Total Expenditures)				
4. TOTAL SUPPLIES & MATERIALS:				\$ -
5. CONTRACTUAL: (Subcontracts/Subrecipients)				
<u>Name</u>	<u>Address</u>	<u>Amount</u>		
5. TOTAL CONTRACTUAL:				\$ -
6. EQUIPMENT: (Specify)				
6. TOTAL EQUIPMENT:				\$ -
7. OTHER EXPENSES: (Specify if category exceeds 10% of Total Expenditures)				
Communication:				
Space Cost:				
Others (explain):				
7. TOTAL OTHER EXPENSES:				\$ -
8. TOTAL DIRECT EXPENDITURES: (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES		\$ -
9. INDIRECT COST CALCULATIONS:				
Rate #1	Base \$	x Rate	0.00%	= \$ -
Rate #2	Base \$	- x Rate	0.00%	= \$ -
9. TOTAL INDIRECT EXPENDITURES:				\$ -
10. TOTAL ALL EXPENDITURES: (Sum of lines 8-9)				\$ -
AUTHORITY: P.A. 368 of 1978		The Department of Health and Human Services is an equal opportunity employer, services and programs provider.		
COMPLETION: Is Voluntary, but is required as a condition of funding.		Use Additional Sheets as Needed		
DCH-0386(E) (Rev. 8/15) (EXCEL) Previous Edition Obsolete				

PROGRAM BUDGET - COST DETAIL SCHEDULE

ATTACHMENT B.2

View at 100% or Larger

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Page

Of

Use WHOLE DOLLARS Only

PROGRAM		BUDGET PERIOD		DATE PREPARED
		From:	To:	
GRANTEE NAME		BUDGET AGREEMENT ☐ ORIGINAL ☐ AMENDMENT		AMENDMENT #
1. SALARY & WAGES:		COMMENTS	POSITIONS REQUIRED	TOTAL SALARY
POSITION DESCRIPTION				
1. TOTAL SALARY & WAGES:			0.000	\$ -
2. FRINGE BENEFITS: (Specify)		Composite Rate %		
☐ FICA	☐ LIFE INS	☐ DENTAL INS		
☐ UNEMPLOY INS	☐ VISION INS	☐ WORK COMP		
☐ RETIREMENT	☐ HEARING INS	☐ Tuition Remission (list amount)		
☐ HOSPITAL INS	☐ OTHER:specify-			
2. TOTAL FRINGE BENEFITS:			\$	-
3. TRAVEL: (Specify if category exceeds 10% of Total Expenditures)				
3. TOTAL TRAVEL:			\$	-
4. SUPPLIES & MATERIALS: (Specify if category exceeds 10% of Total Expenditures)				
4. TOTAL SUPPLIES & MATERIALS:			\$	-
5. CONTRACTUAL: (Subcontracts/Subrecipients)				
<u>Name</u>	<u>Address</u>	<u>Amount</u>		
5. TOTAL CONTRACTUAL:			\$	-
6. EQUIPMENT: (Specify)				
6. TOTAL EQUIPMENT:			\$	-
7. OTHER EXPENSES: (Specify if category exceeds 10% of Total Expenditures)				
Communication:				
Space Cost:				
Others (explain):				
7. TOTAL OTHER EXPENSES:			\$	-
8. TOTAL DIRECT EXPENDITURES: (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES		\$ -
9. INDIRECT COST CALCULATIONS:				
Rate #1	Base \$	x Rate	=	\$ -
Rate #2	Base \$	- x Rate	0.00% =	\$ -
9. TOTAL INDIRECT EXPENDITURES:			\$	-
10. TOTAL ALL EXPENDITURES: (Sum of lines 8-9)				\$ -
AUTHORITY: P.A. 368 of 1978		The Department of Health and Human Services is an equal opportunity employer, services and programs provider.		
COMPLETION: Is Voluntary, but is required as a condition of funding.				
DCH-0386(E) (Rev. 8/15) (EXCEL) Previous Edition Obsolete		Use Additional Sheets as Needed		

ATTACHMENT B.2

Of

PROGRAM

PROGRAM		BUDGET PERIOD		DATE PREPARED
		From:	To:	
GRANTEE NAME		BUDGET AGREEMENT ☐ ORIGINAL ☐ AMENDMENT		AMENDMENT #
1. SALARY & WAGES:				
POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY	
1. TOTAL SALARY & WAGES:		0.000	\$	-
2. FRINGE BENEFITS: (Specify)		Composite Rate %		
☐ FICA	☐ LIFE INS	☐ DENTAL INS		
☐ UNEMPLOY INS	☐ VISION INS	☐ WORK COMP		
☐ RETIREMENT	☐ HEARING INS	☐ Tuition Remission (list amount)		
☐ HOSPITAL INS	☐ OTHER:specify-	2. TOTAL FRINGE BENEFITS:		\$ -
3. TRAVEL: (Specify if category exceeds 10% of Total Expenditures)				
3. TOTAL TRAVEL:				\$ -
4. SUPPLIES & MATERIALS: (Specify if category exceeds 10% of Total Expenditures)				
4. TOTAL SUPPLIES & MATERIALS:				\$ -
5. CONTRACTUAL: (Subcontracts/Subrecipients)				
<u>Name</u>	<u>Address</u>	<u>Amount</u>		
5. TOTAL CONTRACTUAL:				\$ -
6. EQUIPMENT: (Specify)				
6. TOTAL EQUIPMENT:				\$ -
7. OTHER EXPENSES: (Specify if category exceeds 10% of Total Expenditures)				
Communication:				
Space Cost:				
Others (explain):				
7. TOTAL OTHER EXPENSES:				\$ -
8. TOTAL DIRECT EXPENDITURES: (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES		\$ -
9. INDIRECT COST CALCULATIONS:				
Rate #1	Base \$	x Rate	=	\$ -
Rate #2	Base \$	- x Rate	0.00% =	\$ -
9. TOTAL INDIRECT EXPENDITURES:				\$ -
10. TOTAL ALL EXPENDITURES: (Sum of lines 8-9)				\$ -
AUTHORITY: P.A. 368 of 1978		The Department of Health and Human Services is an equal opportunity employer, services and programs provider.		
COMPLETION: Is Voluntary, but is required as a condition of funding.		Use Additional Sheets as Needed		
DCH-0386(E) (Rev. 8/15) (EXCEL) Previous Edition Obsolete				

Opioid Settlement Funds Narrative

Evidence Based Strategy

Have Mercy works to help clients rebuild their lives after they've had devastating results from their addiction. We provide wrap-around services that help in obtaining documents like ID's so they can get a job and an apartment, connecting them to DHHS for insurance, mental health providers and any other resources available for them. We work with them until they complete their drug court and sobriety court programs, complete probation or parole and find a new place to live. Since we operate on the Social Model, residents are able to maintain their sobriety as they live and work alongside others experiencing the same things that they are.

In order to achieve this, we utilize Evidence Based Strategies such as Motivational Interviewing, Relapse Prevention, Trauma Informed Care, Individual Peer-to-Peer Counseling, the Twelve Step Program, Individual IOP's, Sponsors and MAT's. In the future we'll institute Group IOP's and Cognitive Behavioral Therapy through classwork curriculum. All of these strategies are utilized while clients live in a transitional housing setting.

When we work with the general homeless population, the national model of "housing first" is followed. Using this model, housing is the main focus because it ends homelessness quickly. The program is known as "rapid rehousing". This philosophy deems that housing is a human right, and that people don't need to do anything first (mental health or sobriety) in order to qualify.

This model works well for the majority of homeless clients. However, we've found that a "housing first" approach is not the best one for people fighting addictions. Transitional housing alongside others on the same journey and a "housing last" approach works better for them. They need time to learn about their addiction, develop new habits, make new friends, and find constructive ways to spend their time. Being isolated in their own home and fighting this battle alone, without support, is a recipe for relapse.

While we do spend some time focusing on housing in our program, it's done with the intention of getting a client onto waitlists to obtain housing a few months down the road. During that time, there's much work to be done rebuilding the damaged or destroyed areas of their life. In the five years we've worked specifically with men in recovery, we've found that "housing last" is the best approach for our clients. Instituting the Evidence Based Strategies listed above while clients live in-house has given the majority of our clients a firm road to recovery.

Feasibility

Have Mercy was founded in 2011 to combat homelessness in families and has grown to have shelter facilities for singles as well as the sober living house for men in recovery for both Montcalm and Ionia Counties. Our facilities are staffed 24/7 by utilizing state and federal homeless funding, contracts with MDOC for returning citizens, Recovery Court, as well as community support.

We are currently undergoing a construction project that will create a sober living area with a capacity of 15 men consisting of a day room, locker room and sleeping areas. This facility operates under a special land use permit and is zoned appropriately for this purpose. In the fall of 2024, we will also open segregated space for 10 women in recovery to go through the same program at a different location.

This construction project will allow us to expand our current sober living program, which is now being run as transitional housing for men in recovery. We have been awarded Recovery Housing Program funding through MSHDA which will allow us to subsidize living expenses while clients work on rebuilding their lives. We anticipate using the funding from Ionia County's opioid grant to fund a portion of our SUD Program Director's salary as well as cover current client expenses that would otherwise force them to seek immediate employment.

This is a difficult demographic to work with, and in order to develop strong outcomes, we want to buy the clients some time to focus on their recovery, instead of going to work immediately to pay their fines and fees. After three months, clients will go on to the pay-to-stay transitional housing plan and can stay up to a year while waiting for their new housing to open. We plan to start implementing our new program in June of 2024 and have already begun a random drug screening program and group classwork.

Our goals for long-term financial sustainability for this program include becoming a Class III facility and obtaining the ability to bill DHHS and/or Medicaid directly for the client's stay while in program. The implementation of our new Step-Up program and our Class III rating will enable us to run a results-driven program that offers clients a real opportunity to change their lives for the better.

The Step-Up program will consist of 4 phases of goals which are designed to address the barriers our clients face by breaking them down into strategic and targeted modules. Each module will contain classwork using curriculum developed specifically for recovery, IOP's (intensive outpatient group class work), AA/NA meetings, individual peer-to-peer 12-step work, and self-sufficiency training.

The self-sufficiency training will address the skills each client needs to have for independent living and will be structured alongside each of the phase modules. This training is designed to develop the

cooking, cleaning, budgeting and maintenance skills that each client will need in order to maintain their own housing once the program is completed. The ongoing construction project is also creating a new teaching kitchen which will allow clients to learn kitchen basics both for their own use and for future employment.

Our relationships with community partners is critical to our client's success. We work closely with Samaritas, DHHS, West MI Works, MDOC, Montcalm and Ionia County Court systems, P.O.'s, Montcalm Care Network, The Right Door, Randy's House and EightCAP. All of these relationships help us to meet the diverse needs of each client as they go through the process of rebuilding their lives.

Our SUD program is currently overseen by a CCAR trained and experienced peer recovery coach with 10 years of sobriety.

Evaluation

Standard measurement of outcomes will be positive goals that a client achieves and will align with the goal sheets. The Step-Up goal sheets for Phases 1 through 4 have been established and will be customized to each client depending on their individual situation.

These goals would include things like: obtaining ID's, obtaining a job, applying for housing, completing drug or sobriety court program, completing parole, securing a sponsor, attending meetings, obtaining housing, etc. (See attachment 1 - Step Up Program Work Plan and Goal Sheets.)

At the moment, we are utilizing the statewide homeless database (HMIS) to track progress for our transitional clients in recovery. In the future that may change to a statewide recovery-oriented system, but for now we are able to electronically track outcomes.

Suitability

Our program mainly works with people after they've completed detox/rehab and are ready to begin the hard work of rebuilding their life. We've found that clients in need of our services come from multiple situations. We receive referrals from county agencies, work with homeless people that want rehab, and have even had a judge sentence clients to our facility. We frequently work with drug and sobriety courts and with the P. O's that oversee our clients.

Many of our clients come from the homeless population in Ionia County and we are able to safely house them as well as work with them on substance use disorders and even co-occurring mental health

disorders. We believe this work is crucial to the big picture of promoting a clean and sober Ionia County and work alongside other agencies doing the work of awareness, education, prevention, harm reduction, and counseling.

Because our program is designed to benefit the client after he has returned from an inpatient rehab program, we work with clients to find a detox/rehab bed, provide transportation to the facility when needed, and receive them back once the program has been completed. Since we are funded through state and federal grants, community support, and MDOC and court contracts, we are able to provide the facility with 24/7 staffing to benefit our recovery program. Sustainability is derived from multiple streams of income into the agency, and this funding will go to support the program and sponsor the clients as they complete it.

Our current SUD Program Director is CCAR certified, has 10 years of sobriety and several years as a peer coach and sponsor in the community before coming to work for us.

Equity

Have Mercy has always offered services on a first come/first served basis as people present with their various needs. The only exception to that is extreme vulnerability which places a client into a life-or-death situation due to the weather. In that case, the most vulnerable person will be placed first.

Our Emergency Relief Case Manager triages clients based on their presenting needs and which of our programs best fits those needs. We do not discriminate and are bound by Fair Housing regulations through the State of Michigan for our homeless programs.

In 2024, we will be able to serve both single men and women with our Step-Up program at segregated facilities.

Reach

There are three factors in the life of an addict that have the power to influence them to make changes and that's usually the point where we meet them.

The first factor is relational. Sometimes family members will stage an intervention. Sometimes a divorce is threatened - or carried out. Some addicts will make a decision to get help when faced with losing everyone that's important to them and seek help voluntarily. Most often, we meet people after they've burned every bridge and are on-the-streets homeless. At this point, we are able to ask if detox/rehab is

something they're interested in. Often times, this is the option they take, and they start on the road to recovery.

The second factor is legal. When they get caught up in the court system, they can be a candidate for a court program and because of our history with the courts, we get the referral into our program. We've had Judges sentence people into our program as they needed a place to tether while they work through their court program. Sometimes, these are the hardest to work with because they're being forced into sobriety, and they resent it. However, we've had several people work through their program and graduate to a successful future.

The third factor is medical. When they've done their substance long enough to do physical damage and create a health issue, they have the choice to make a change. If they heed this wakeup call and reach out for help, we connect them with a rehab and work with them from there. When people are at this phase, successful recovery is much more difficult, and relapse/overdose is more frequent.

Because Have Mercy works with the general homeless population, the recovery community and the courts in two counties, we've developed quite an extensive network of agencies that we collaborate with. We receive referrals from multiple sources for our program as well as refer clients to many different agencies for specific assistance. We are part of a thriving ecosystem designed to offer the assistance that clients need to get clean and stay clean.

Additional Items

The budget addresses the cost of supporting 20 Ionia County individuals as they work through Steps 1 and 2 of our program. These are the hard costs they will be confronted with when they are not working, and we need them to be able to focus on recovery instead of finding a job to cover these costs.

The budget is made up of 100% direct costs to the program with no indirect costs.

(See Attachment 2 - Budget Worksheet)



Step Up Program Work Plan

Recovery – 4 to 8 Weeks

Client – John Doe

- ✓ Clean Drug Drops (16 drops)
- ✓ Complete Classwork/Life Skills
- ✓ Obtain a Sponsor

Client
08/28/2024
Client/SUD Director
08/28/2024
Client
07/31/2024

Employment – 4 to 8 Weeks

- ✓ Complete Onet Job Skills Assessment
- ✓ Complete Classwork/Life Skills
- ✓ Secure employment

Client
09/05/2024
Client/SUD Director
10/30/2024
Client
09/20/2024

Housing – 4 Weeks

- ✓ Complete Housing Assessment
- ✓ Complete Classwork/Life Skills
- ✓ Complete Housing Applications

Client/Housing CM
11/10/2024
Client/SUD Director
11/30/2024
Client
11/30/2024

Transportation – 4 Weeks

- ✓ Complete Classwork/Life Skills
- ✓ Begin Mentorship
- ✓ Reinstate DL Licence/Purchase Transportation
- ✓ Deposit/Rent Money in Savings

Client/SUD Director
12/30/2024
Client
10/30/2024
Client
11/30/2024
Client
12/30/2024

Recovery – Step Up Program Ph I – 4 to 8 Weeks

Client Name: _____ Intake Date: _____ Phase I Start Date: _____

Assigned	Completed Date	Program Goals
☐	_____	Complete Screening (Substance, Health, Mental, Emotional & ACES)
☐	_____	12 Steps Program Meetings
☐	_____	Set up SUD Counseling
☐	_____	Regular Drug Drops
☐	_____	One-on-One Meetings with Program Director
☐	_____	Group: Relapse Prevention/Getting Started/Anger/Coping Skills
☐	_____	Complete the referral for any Medical/Mental Health Appointment(s)
Basic Needs & Documentation Goals		
☐	_____	Obtain Birth Certificate
☐	_____	Obtain Picture Identification
☐	_____	Obtain Social Security Card
☐	_____	Transfer/Open DHHS account (No Food Stamps, Medical Only)
☐	_____	Transfer any prescriptions to local pharmacy
☐	_____	Provide Social Security Award Letter or Proof of Income for the last 30 days
☐	_____	Get set up for free phone program
☐	_____	Notify Friend of the Court
☐	_____	Clear up outstanding warrants
☐	_____	Find a sponsor
☐	_____	Set up appointment for M.A.T. (if on Suboxone)
Life Skills Goals		
☐	_____	Kitchen Skills Program
Other Goals		
☐	_____	Positive Reward for Completion of PH I: _____
☐	_____	Other: _____

Must prove progress in completing your goals to be considered for the next STEP.

Notes: _____

Staff Meeting Date: _____ Approved for Phase II: ☐ Yes ☐ No, Reason: _____

Employment – Step up Program Ph II – 4 to 8 Weeks

Client Name: _____ Intake Date: _____ Phase II Start Date: _____

Assigned	Completed Date	Program Goals
☐	_____	Continue 12 Steps Program Meetings
☐	_____	Continue Random Drug Drops
☐	_____	Continue One-on-One Meetings with Program Director
☐	_____	Group: Change Plan/Substance Using Behavior/Self-Worth/The Power of Self Talk
☐	_____	Continue to meet for any Medical/Mental Health Appointment(s)
No Income		
☐	_____	MiWorks! (ONET Job Skills Assessment)
☐	_____	Complete Work History Form/Meet w/MiWorks! Counselor on Resume
☐	_____	If unable to work full-time – M.R.S Program
☐	_____	Need SSI – Refer to S.O.A.R. Program
Basic Money Management		
☐	_____	Secure Employment
☐	_____	GED/College/Tech Schooling
☐	_____	Get Your Money in Order Video (MSU Ext.)
☐	_____	Pull credit report/attend credit repair workshop (MSU Ext.)
☐	_____	Attend Budget Workshop
☐	_____	Resume payment plan for FOC/Court Fees
☐	_____	Begin Pay-to-Stay if at 90-day Mark
☐	_____	Open Savings Account – Saving for 1 st months' rent and deposit/ all vehicle expenses
Life Skills Goals		
☐	_____	Janitorial Skills Program
Other Goals		
☐	_____	Positive Reward for Completion of PH II: _____
☐	_____	Other: _____

Must prove progress in completing your goals to be considered for continuing for the next STEP.

Notes: _____

Staff Meeting Date: _____ Approved for Phase III: ☐ Yes ☐ No, Reason: _____

Housing – Step up Program Ph III – 4 Weeks

Client Name: _____ Intake Date: _____ Phase III Start Date: _____

Assigned	Completed Date	Program Goals
☐	_____	Continue 12 Steps Program Meetings
☐	_____	Continue Random Drug Drops
☐	_____	Continue One-on-One Meetings with Program Director
☐	_____	Group: Responsible Thinking/Feelings/Family & Other Relationships
☐	_____	Continue to meet for any Medical/Mental Health Appointment(s)
Housing Goals		
☐	_____	Complete Housing Assessment
☐	_____	Complete Landlord History Form
☐	_____	Understanding the Rental Process - Video
☐	_____	Being a Good Tenant - Video
☐	_____	Complete 4 applications/2 private landlords for 1 st target area (ongoing till housed)
☐	_____	Complete 4 applications/2 private landlords for 2 nd target area (ongoing till housed)
☐	_____	Work with Previous Landlord for a Payment Agreement
☐	_____	Contact utility companies for any unpaid balances
☐	_____	Come up with a Plan B if unable to be housed
	_____	Start Pay-to-Stay Program if at 90-day Mark
Life Skills Goals		
☐	_____	Landscape/Yard Work Skills Program
Other Goals		
☐	_____	Positive Reward for Completion of PH III: _____
☐	_____	Other: _____

Must prove progress in completing your goals to be considered for the next STEP.

Notes: _____

Staff Meeting Date: _____ Approved for Phase IV: ☐ Yes ☐ No, Reason: _____

Transportation – Step Up Program Ph IV – 4 Weeks

Client Name: _____ Intake Date: _____ Phase IV Start Date: _____

Assigned	Completed Date	Program Goals
☐	_____	Continue 12 Steps Program Meetings
☐	_____	Continue Occasional Drug Drops
☐	_____	Continue One-on-One Meetings with Program Director
☐	_____	Group: Life Mgt/Recovery Maintenance/Successful Living w/Co-Occurring Disorders
☐	_____	Continue to meet for any Medical/Mental Health Appointment(s)
☐	_____	Begin Mentoring Program of Newbies
☐	_____	Start the Pay to Stay Program if at 90-day Mark (30% of Gross Income)

Obtaining Transportation

☐	_____	Work on Drivers' License Reinstatement, if Applicable
☐	_____	Work on Vehicle Ownership
☐	_____	Work on Vehicle Insurance
☐	_____	Work on Vehicle Registration

Life Skills Goals

☐	_____	Basic Maintenance Skills Program
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Other Goals

☐	_____	Basic Home Ownership Video (MSU Ext.)
☐	_____	Positive Reward for Completion of PH IV: _____
☐	_____	Other: _____
☐	_____	Other: _____

Must prove progress in completing your goals to be considered for the next STEP.

Notes: _____

Staff Meeting Date: _____ Completed All Phases (I-IV) Date: _____

Housed Date: _____

**COUNTY USE OF OPIOID SETTLEMENT FUNDS
FUNDING AND MANAGEMENT AGREEMENT
BETWEEN
THE COUNTY OF IONIA
AND
THE RIGHT DOOR ‘for hope, recovery & wellness’**

THIS AGREEMENT, made and entered into by and between the **COUNTY OF IONIA**, a municipal corporation and political subdivision of the State of Michigan, of 101 West Main Street, Ionia, MI 48846 (hereinafter referred to as the “County”), and **The Right Door 375 Apple Tree Dr., Ionia, MI 48846** (hereinafter referred to as the “Recipient”). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

RECITALS:

WHEREAS, the County has received and will continue to receive funding from defendants of the national opioid litigation (the “Opioid Litigation”) and the resulting settlement of which the County was participant. The County’s claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until ca. 2040 (“Settlement Payments”). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

WHEREAS, the County developed and adopted a Plan of Implementation (the “Plan”) that prescribes how it will allocate the settlement funds for programs, services, targeted audience, intended outcomes and entities who will receive funding. Prior to adopting the Plan, the County received input and review of the Plan from outside third parties and concurrence on the Plan; and

WHEREAS, the County has determined that the Recipient has the capacity to initiate and coordinate programs eligible for the use of Settlement Payments; and

WHEREAS, the Recipient operates or collaborates with a variety of programs for which opioid settlement funds can be used, and possesses the expertise or connections necessary to utilize the funds most efficiently; and

WHEREAS, the County has determined to grant funding to the “Recipient” and the funding will be directed to **The Right Door** for Hope, Recovery & Wellness for opioid use prevention (“the Program”). Funding will be provided in amount not to exceed **\$75,099.00** (the “Award Amount”); and

WHEREAS, the County has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses, attached hereto as Exhibit B (originally marked Exhibit “E” in the settlements); and

WHEREAS, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Award Amount, and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Recipient; and

WHEREAS, the Recipient, a qualified and experienced provider of the services herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. Term and Termination. This Agreement shall commence on its effective date and continue until it expires or is terminated as provided for herein.

A. **Effective Date.** This Agreement shall become effective on the date (the "Effective Date") that all of the following has occurred: (i) the approval of the Plan by the Board of Commissioners of the County; (ii) the approval by the governing body of the Recipient; (iii) the execution by an authorized officer of the County; and (iv) the execution by an authorized officer of the Recipient.

B. **Term and Expiration.** This Agreement shall commence on the Effective Date. This Agreement shall expire with no further action on behalf of the parties when the Plan has been implemented by the Recipient, all allowed costs have been paid by the County to the Recipient, and the Award Amount has been spent; provided, no additional extension of this agreement for continued services and requisite funding award has been executed by the Parties. The Parties may extend this Agreement for additional terms as outlined in an amendment to this Agreement.

C. **Termination without Cause.** The County or the Recipient may terminate this Agreement without cause by providing thirty (30) days written notice to the other Party.

D. **Termination for Cause.** Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the provisions of its related regulations and any reporting of program and service data.

2. Scope of Services. The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail.

The Recipient may elect to enter into sub-recipient agreements with other qualified entities. If it elects to provide some or all of the services by way of sub-recipients, the Recipient shall enter into contractual agreements incorporating the requirements contained herein.

If the Recipient intends to use Award Funds for administrative expenses, it must be included in Exhibit A.

3. Compensation. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount. Further, it is understood that the Award Amount shall equal the Settlement Payments.

The County will transmit the Award Amount to Recipient upon quarterly invoices from the Recipient and after the County's receipt of Settlement Payments from the National Opioid Settlement Administrator. The Award Amount shall be used by Recipient solely for the purposes set forth in this Agreement. Recipient understands that the Settlement Funds are not in the County's control, and may not be received on a predictable schedule.

Payment by the County to the Recipient is subject to the availability of funds as budgeted by and in the sole discretion of the County.

4. Future Funding. County is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that County has not made to Recipient any representations, promises, or assurances about future funding or other support.

5. Reports. Recipient shall provide the County timely and reasonable access to all data and information in the Recipient's possession or control related to the Plan and/or necessary to comply with this Agreement. This includes program evaluation and reporting on clients served, types of services, outputs, outcomes, daily counts, etc., as determined by the County. These types of reporting obligations related to the Plan are required as the County works to measure successful outcomes and determine best uses of Settlement Funds in ensuing years. Recipient shall provide the County or its designated agent(s) information on program services related to Award Amounts. Failure to do so in an accurate and timely manner may result in termination for cause.

6. Right of Audit. The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide to the County or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

7. Right of Inspection. Within ten (10) calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to the Project, and examine, copy, and audit all records

related to this Agreement. The Recipient must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

8. Recipient Monitoring. The Recipient will comply with the County's policy for Recipient monitoring and provide all required documentation upon request of the County including (1) written responses for Recipient services provided, (2) all financial or non-financial reporting requested by the County related to the Award, (3) written responses to internal control questionnaires.

9. Compliance with the Law. The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

10. Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by Federal law.

In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, in the district and division in which the County is located.

11. Independent Contractor. It is expressly understood and agreed that the Recipient is an independent contractor. The employees, servants and agents of the Recipient shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Recipient's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Recipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

12. Nondiscrimination. The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. The Recipient shall include the language of this

assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be regarded as a material breach of this Agreement.

13. Indemnification and Hold Harmless. The Recipient shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement or the limitations of Exhibit B such that the County is required to return or forego any portion of the Settlement Payments.

The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

14. Insurance. The Recipient at all times during the term of this Agreement shall maintain insurance that meets the minimum requirements as set by the Ionia County Board of Commissioners.

15. Waivers; Remedies. No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

In the event the Recipient is in breach of any provision of Applicable Law, or misuses the Award Amount funding in any way, it shall immediately, upon written demand from the County, repay all of the funds previously received pursuant to this Agreement.

16. Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

17. Assignment or Subcontracting. The Recipient may assign, subcontract or otherwise engage subrecipients to provide the end-user services outlined in the Plan. However, the Recipient cannot assign, subcontract, or otherwise engage any subrecipient to coordinate programs eligible for the use of the Award Amount, without advance written consent of the County.

18. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

19. Complete Agreement. This Agreement, the Exhibits A, B and C, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. Survival Clause. All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

21. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

22. Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

23. Non-Beneficiary Contract. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.

24. Notice. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either

electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County: Ionia County Administration
101 West Main Street
Ionia, MI 48846

If to Recipient: [address]

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

26. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

27. Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR SET FORTH BELOW.

COUNTY OF IONIA

By: _____
David Hodges, Chair
County Board of Commissioners

Date: _____

THE RIGHT DOOR

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

APPROVED AS TO FORM FOR COUNTY OF IONIA:
COHL, STOKER & TOSKEY, P.C.
By:
Date:

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Have Mercy - Opioid Settlement Fund Budget	
2024 STEP UP Program Expenses	
Activity	Amount
SUD Program Director - Peer Support	\$ 20,152.00
Direct Support:	
Documentation	\$ 300.00
Prescriptions	\$ 300.00
Court costs	\$ 1,800.00
Transportation/meetings	\$ 800.00
Drug Screening	\$ 1,380.00
Workbooks	\$ 900.00
Total Step Up Program 2024 Expenses	\$25,632.00

**COUNTY USE OF OPIOID SETTLEMENT FUNDS
FUNDING AND MANAGEMENT AGREEMENT
BETWEEN
THE COUNTY OF IONIA
AND
HAVE MERCY**

THIS AGREEMENT, made and entered into by and between the **COUNTY OF IONIA**, a municipal corporation and political subdivision of the State of Michigan, of 101 West Main Street, Ionia, MI 48846 (hereinafter referred to as the “County”), and **Have Mercy, 346 Fourth St, Ionia, MI 48846** (hereinafter referred to as the “Recipient”). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

RECITALS:

WHEREAS, the County has received and will continue to receive funding from defendants of the national opioid litigation (the “Opioid Litigation”) and the resulting settlement of which the County was participant. The County’s claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until ca. 2040 (“Settlement Payments”). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

WHEREAS, the County developed and adopted a Plan of Implementation (the “Plan”) that prescribes how it will allocate the settlement funds for programs, services, targeted audience, intended outcomes and entities who will receive funding. Prior to adopting the Plan, the County received input and review of the Plan from outside third parties and concurrence on the Plan; and

WHEREAS, the County has determined that the Recipient has the capacity to initiate and coordinate programs eligible for the use of Settlement Payments; and

WHEREAS, the Recipient operates or collaborates with a variety of programs for which opioid settlement funds can be used, and possesses the expertise or connections necessary to utilize the funds most efficiently; and

WHEREAS, the County has determined to grant funding to the “Recipient” and the funding will be directed to **Have Mercy-Step Up Program** for opioid use prevention (“the Program”). Funding will be provided in amount not to exceed **\$25,632.00** (the “Award Amount”); and

WHEREAS, the County has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses, attached hereto as Exhibit B (originally marked Exhibit “E” in the settlements); and

WHEREAS, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Award Amount, and any costs of the

Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Recipient; and

WHEREAS, the Recipient, a qualified and experienced provider of the services herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. Term and Termination. This Agreement shall commence on its effective date and continue until it expires or is terminated as provided for herein.

A. **Effective Date.** This Agreement shall become effective on the date (the "Effective Date") that all of the following has occurred: (i) the approval of the Plan by the Board of Commissioners of the County; (ii) the approval by the governing body of the Recipient; (iii) the execution by an authorized officer of the County; and (iv) the execution by an authorized officer of the Recipient.

B. **Term and Expiration.** This Agreement shall commence on the Effective Date. This Agreement shall expire with no further action on behalf of the parties when the Plan has been implemented by the Recipient, all allowed costs have been paid by the County to the Recipient, and the Award Amount has been spent; provided, no additional extension of this agreement for continued services and requisite funding award has been executed by the Parties. The Parties may extend this Agreement for additional terms as outlined in an amendment to this Agreement.

C. **Termination without Cause.** The County or the Recipient may terminate this Agreement without cause by providing thirty (30) days written notice to the other Party.

D. **Termination for Cause.** Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the provisions of its related regulations and any reporting of program and service data.

2. Scope of Services. The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail.

The Recipient may elect to enter into sub-recipient agreements with other qualified entities. If it elects to provide some or all of the services by way of sub-recipients, the Recipient shall enter into contractual agreements incorporating the requirements contained herein.

If the Recipient intends to use Award Funds for administrative expenses, it must be included in Exhibit A.

3. Compensation. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount. Further, it is understood that the Award Amount shall equal the Settlement Payments.

The County will transmit the Award Amount to Recipient upon quarterly invoices from the Recipient and after the County's receipt of Settlement Payments from the National Opioid Settlement Administrator. The Award Amount shall be used by Recipient solely for the purposes set forth in this Agreement. Recipient understands that the Settlement Funds are not in the County's control, and may not be received on a predictable schedule.

Payment by the County to the Recipient is subject to the availability of funds as budgeted by and in the sole discretion of the County.

4. Future Funding. County is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that County has not made to Recipient any representations, promises, or assurances about future funding or other support.

5. Reports. Recipient shall provide the County timely and reasonable access to all data and information in the Recipient's possession or control related to the Plan and/or necessary to comply with this Agreement. This includes program evaluation and reporting on clients served, types of services, outputs, outcomes, daily counts, etc., as determined by the County. These types of reporting obligations related to the Plan are required as the County works to measure successful outcomes and determine best uses of Settlement Funds in ensuing years. Recipient shall provide the County or its designated agent(s) information on program services related to Award Amounts. Failure to do so in an accurate and timely manner may result in termination for cause.

6. Right of Audit. The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide to the County or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

7. Right of Inspection. Within ten (10) calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to the Project, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate and provide reasonable assistance.

If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

8. Recipient Monitoring. The Recipient will comply with the County's policy for Recipient monitoring and provide all required documentation upon request of the County including (1) written responses for Recipient services provided, (2) all financial or non-financial reporting requested by the County related to the Award, (3) written responses to internal control questionnaires.

9. Compliance with the Law. The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

10. Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by Federal law.

In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, in the district and division in which the County is located.

11. Independent Contractor. It is expressly understood and agreed that the Recipient is an independent contractor. The employees, servants and agents of the Recipient shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Recipient's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Recipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

12. Nondiscrimination. The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. The Recipient shall include the language of this assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be regarded as a material breach of this Agreement.

13. Indemnification and Hold Harmless. The Recipient shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement or the limitations of Exhibit B such that the County is required to return or forego any portion of the Settlement Payments.

The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

14. Insurance. The Recipient at all times during the term of this Agreement shall maintain insurance that meets the minimum requirements as set by the Ionia County Board of Commissioners.

15. Waivers; Remedies. No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

In the event the Recipient is in breach of any provision of Applicable Law, or misuses the Award Amount funding in any way, it shall immediately, upon written demand from the County, repay all of the funds previously received pursuant to this Agreement.

16. Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

17. Assignment or Subcontracting. The Recipient may assign, subcontract or otherwise engage subrecipients to provide the end-user services outlined in the Plan. However, the Recipient cannot assign, subcontract, or otherwise engage any subrecipient to coordinate programs eligible for the use of the Award Amount, without advance written consent of the County.

18. Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

19. Complete Agreement. This Agreement, the Exhibits A, B and C, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. Survival Clause. All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

21. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

22. Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

23. Non-Beneficiary Contract. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.

24. Notice. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal

Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County: Ionia County Administration
101 West Main Street
Ionia, MI 48846

If to Recipient: [address]

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

26. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

27. Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATE AND YEAR SET FORTH BELOW.

COUNTY OF IONIA

Have Mercy

By: _____
David Hodges, Chair
County Board of Commissioners

Date: _____

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

APPROVED AS TO FORM FOR COUNTY OF IONIA:
COHL, STOKER & TOSKEY, P.C.
By:
Date:

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EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO
REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT (“MAT”)
DISTRIBUTION AND OTHER OPIOID-RELATED
TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

¹⁴ As used in this Schedule A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

C. **PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment (“*SBIRT*”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“*OUD*”) and other Substance Use Disorder (“*SUD*”) / Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. **EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME (“*NAS*”)**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. **EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. **TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. **PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. **EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. **EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

Schedule B Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. **TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:¹⁵

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“*MAT*”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MAT*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTP”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment

intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

**IONIA COUNTY COMMISSION ON AGING
REQUEST FOR DISCUSSION/ACTION**

ICCOA requests approval to purchase a new ice machine for Nutrition Department.
July 9, 2024

CONTACT:

Carol Hanulcik

DESCRIPTION:

ICCOA has identified the need to replace our ice machine.

An ice machine is required for safe meal service for both our Meals on Wheels and Congregate Meals Programs. Our current unit was purchased in 2009 and is 15 years old.

We have obtained 4 quotes for a replacement unit, and also reviewed a lease option, from 3 vendors. We would like to proceed with a purchase from Creative Ice Rentals, who also currently provides routine maintenance on the unit we are replacing. Cost is \$5,610, installed.

We are not requesting General Fund dollars for this purchase. We only ask for Board of Commissioners approval of the purchase. This puts BOC approval ahead of ICCOA Board approval at our July meeting, but our board has been notified via email.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

While this expenditure was not in our original 2024 budget, we included \$11,375 in contingency funds which we feel would be well spent on this purchase and in line with agency goals and mission.

LEGAL REVIEW: none

DEADLINE: As soon as possible please.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

I move to approve the request of the Commission on Aging Director, to approve the purchase of a new ice machine from Creative Ice Rentals at \$5,610, with agency's funds.

DEPARTMENT HEAD RECOMMENDATION:

I recommend we proceed on this purchase.

ADMINISTRATOR'S RECOMMENDATION:

Administrator Recommends this Request.

Quote 1		Quote 2		Quote 3		Quote 4	
Creative Ice		Charney Commerical Restaurant Equipment		Elliott Food Equipment		Elliott Food Equipment	
ice maker - Koolaire	4,215.00	ice maker - Manitowoc	3,868.53	ice maker - Manitowoc	3,932.18	ice maker - Scotsman	3,973.54
ice bin - 570 series	1,395.00	bin - D570	1,731.89	bin - D570	1,610.66	bin - D570	1,381.43
	<u>5,610.00</u>		<u>5,600.42</u>	bin adaptor	<u>210.87</u>	bin adaptor	<u>5,354.97</u>
delivery/freight	<u>incl</u>	delivery/freight	<u>tbc</u>	delivery/freight	<u>200.00</u>	delivery/freight	<u>200.00</u>
	5,610.00		5,600.42		5,953.71		5,554.97
ETA	2-4 days		2-4 days		2-4 weeks		2-4 weeks
unit capacity (produces daily)	450	unit capacity (produces daily)	310	unit capacity (produces daily)	460	unit capacity (produces daily)	356
bin capacity	430	bin capacity	532	bin capacity	532	bin capacity	370
addtl costs							
install ("final connections" is same?)	included	install	addtl	install	addtl	install	addtl
add port for electric	included	add port for electric	addtl	add port for electric	addtl	add port for electric	addtl
warranty		warranty		warranty		warranty	
3 year parts and labor (machine)		3 year parts and labor (machine)		3 year parts and labor (machine)		3 year parts and labor (machine?)	
5 year parts and labor (evaporator)		5 year parts and labor (evaporator)		5 year parts and labor (evaporator)		5 year parts and labor (evaporator)	
5 year parts and 3 years labor labor (compressor)		5 year parts and 3 years labor labor (compressor)		5 year parts and 3 years labor labor (compressor)		5 year parts (compressor & condenser)	
3 year parts and labor warranty on cap, housing, hardware & mounting assembly		3 year parts and labor warranty on cap, housing, hardware & mounting assembly					
Warranty on bin - 3 years parts & labor		(bin?)		Warranty on bin - 3 years parts & labor		Warranty on bin - 3 years parts & labor	

Creative Ice Rentals

3971 Eastern Ave SE

Wyoming, MI 49508

Ph (616)776-0840

www.creativeicerentals.com

Ionia County Commission on Aging
115 Hudson St
Ionia, MI 48846

June 20, 2024

Attn: Lisa Insley

Please find the following information to provide an updated ice system.

- Purchase: New Koolaire 400 series, ½ dice cube, water cooled ice maker, with a Koolaire 570 series ice bin. Produces up to 450lbs daily and holds up to 430lbs. Delivery, set up, final connections and Michigan sales tax exempt...**\$5,610.00**

*After the sale quarterly cleanings cost \$120.00 per, any parts necessary may be extra.

- Lease: New Koolaire 400 series, ½ dice cube, water cooled ice maker with new Koolaire 570 series ice bin. Produces up to 450lbs daily, holds up to 430lbs... **\$285.00 per month.**

To provide food quality ice, energy efficiency and the best service and support possible our **full-service lease** includes:

- Delivery and installation, final connections
- Regular cleaning and sanitizing, executed by our trained staff of cleaning technicians. Documentation provided for liability
- Evaluation for proper operation and maximum efficiency.
- All parts, preventative maintenance, service, and labor needed
- Service guaranteed in 24 hours or less, by our technicians
- Back up ice if unit fails to operate properly
- Eventual replacement of equipment if necessary

- Fixed cost – for as many years as the lease continues
- Elimination of shopping every few years for new equipment

*Requirements for installation:

- 1/2-inch water line with shut off
 - 110volt, 15amp electric outlet
 - Floor drain or other acceptable drainage
- (All are existing fixtures/utilities and can be reused)

** Lease is written for 48-month terms; lease has renewal options or buyout at end of each term; first and last month's rent due at installation; monthly payments are due the 1st of each month with ACH payment method; Lease rate will increase one time only at 1st renewal by \$20.00 per month; installation timeline subject to product availability; Used equipment will be disposed of according to EPA regulations.*

**Quote valid for 60 days; purchase terms are COD; equipment installation timeline subject to availability of product; used equipment subject to availability; Credit card transactions will add 3% surcharge*

**Manufacturer's warranty: 3-year parts and labor coverage on ice machine; 5-year parts and labor in evaporator; 3-year labor, 5-year parts on compressor. The ice bin warranty is 3-year parts and labor. On our lease, all parts and labor are covered throughout the term.*

Acceptance: _____ Print Name: _____ Date: _____

Please let me know if you have any questions.

Thank you for the opportunity to serve!

Blake Dupon

Operations Manager

Creative Ice Rentals

Direct (616)460-3888

bdupon@creativeicerentals.com

- ☐ KDT-0400A
- ☐ KYT-0400A
- ☐ KDT-0400W
- ☐ KYT-0400W



KT-0400 Ice Kube Machine



- Easy access to food zone with removal of two screws and lift-off door
- High-tech exterior with smudge and fingerprint resistant stainless-like finish
- White plastics in the food zone help identify areas needing cleaning
- Water shield, distribution tube, pump, floats, and trough removable by hand
- Available CleanAir™ pack controls the growth of bacteria and fungi that form slime and cause odors in the food zone

WARRANTY:

Ice Maker: 3 year Parts & Labor
 Evaporator: 5 year Parts & Labor
 Compressor: 5 year Parts & 3 year Labor



HALF KUBE

$\frac{3}{8}'' \times 1\frac{1}{8}'' \times \frac{7}{8}''$
 (.95 x 2.86 x 2.22 cm)

$\frac{\text{ice}}{\text{water}} = 100\%$



KUBE

$\frac{7}{8}'' \times \frac{7}{8}'' \times \frac{7}{8}''$
 (2.22 x 2.22 x 2.22 cm)

$\frac{\text{ice}}{\text{water}} = 100\%$

R410A Refrigerant



Koolaire KT0400 Ice Kube Machine on a K400 bin.

KT-0400
ICE KUBE MACHINE

KOOLAIRE

By **MANITOWOC**



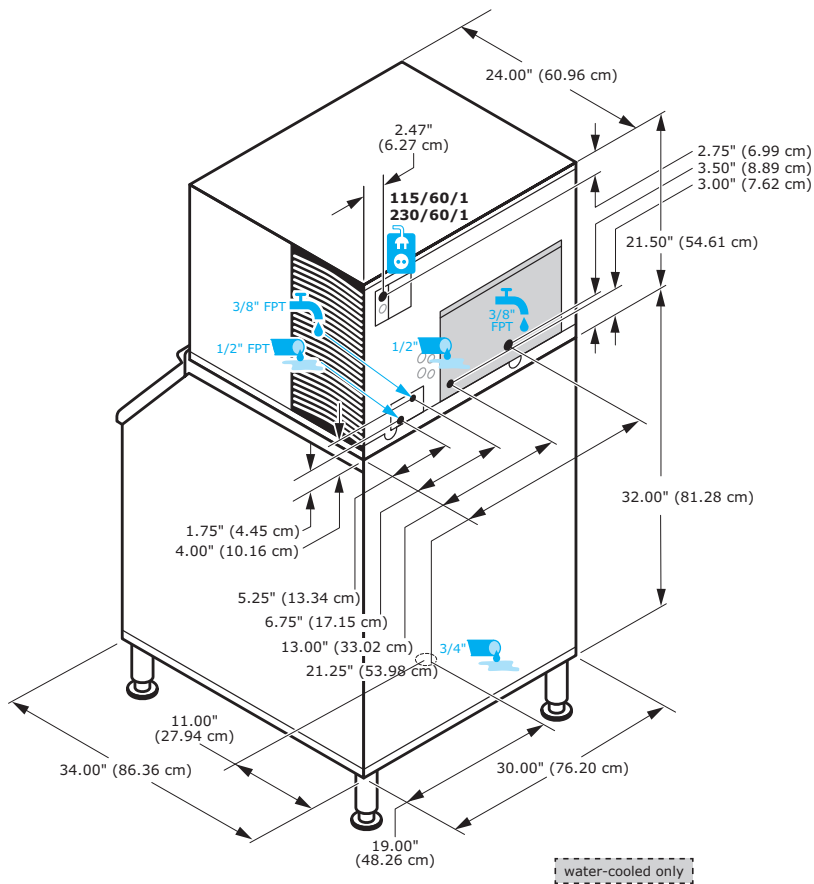
2110 SOUTH 26TH ST | MANITOWOC, WI 54220 USA | 1-920-682-0161 [www.kool-air.com]



KT-0400

ICE KUBE MACHINE

			24h		[kWh/ 100 lbs ice]	[gal/100 lbs ice]	ENERGY STAR
			70°/50° F 21°/10° C	90°/70° F 32°/21° C			
KDT-0400A		8.5g	440 lbs	345 lbs	6.1	19	●
			199 kg	156 kg			
KYT-0400A		5.7g	450 lbs	350 lbs	5.6	19	●
			204 kg	159 kg			
KDT-0400W		8.5g	425 lbs	360 lbs	4.6	19	
			193 kg	163 kg			
KYT-0400W		5.7g	422 lbs	360 lbs	4.7	19	
			191 kg	163 kg			



Minimum		Maximum
40°F 4.4°C		110°F 43.3°C
40°F 4.4°C		90°F 32.2°C
20psi 138 kPa		80psi 551 kPa
12.1 11.4	A	
	20 Amps	
153 lbs 69 kg		
147 lbs 67 kg		

Water cooled condenser water usage/100 lbs. or 45.4 kg. of ice : 160 gals. /606 L.

Popular Accessories

Artic Pure Water Filters AR-Pre & AR 10000	Dispenser Bin Thermostat Kit K-00457	Top Air Discharge Kit K-00379	Clean Air Pack K-00206
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KOOLAIRE

By MANITOWOC

2110 SOUTH 26TH ST | MANITOWOC, WI 54220 USA | 1-920-682-0161 [www.kool-aire.com]



Quote

07/01/2024

CharneyCommercial

New & Used Restaurant Equipment and Supplies

Project:

Ionina County
1148
Ionina, MI 48846

From:

Charney Commercial Sales
Jevon Reno
1148 28th st. SW Ste B
Wyoming, MI 49509
616-827-6400
(616) 827-6400 (Contact)

Thank you for the opportunity to provide you with this quote. This quote is based upon the information you supplied us. Unless otherwise noted this quote will remain good for **30 days** only. We will do our best to honor prices for this period, but prices are subject to change anytime.

Item	Qty	Description	Sell	Sell Total
1	1 ea	ICE MAKER, CUBE-STYLE Manitowoc Model No. IYT0300A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 30"W x 24-1/2"D x 16-1/2"H, production capacity up to 310 lb/24 hours at 70°/50° (230 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R404a refrigerant, NSF, cULus, CE, ENERGY STAR®	3,868.53	3,868.53
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-161) 115v/60/1-ph		
	1 ea	AR-10000-P Arctic Pure® Plus Primary Water Filter Assembly, includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, 15,000 gallon capacity, 0-600 lbs./ice per day	256.29	<Optional>
	1 ea	WARRANTY-ARCPURE 3 year parts & labor warranty on cap, housing, hardware, & mounting assembly (does not refer to filter cartridge), standard		

Item	Qty	Description	Sell	Sell Total
	1 ea	D570 Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF	1,731.89	<Optional>
	1 ea	Legs, 6" adjustable stainless steel, standard		
			ITEM TOTAL:	3,868.53

Merchandise	3,868.53
Tax 6%	232.11
Total	4,100.64

GET FINANCED QUICKLY WITH 

- Competitive terms and rates
- Seamless integration with AutoQuotes
- Solutions for most credit profiles
- 3-minute application

Questions? 844-783-7600

*Terms and financing rates are subject to change and should be verified when applying for financing.

Powered by **CURRENCY**

Charney Commercial – Restaurant Equipment and Supplies

TERMS

Thank you for the opportunity to provide you with this quote, This quote is based upon the information you supplied us. Unless otherwise noted this quote will remain good for 14 days only. We will do our best to honor prices for this period, but prices are subject to change anytime.

* Payment: 50% deposit required upon any special placement of order, balance due at the completion of the job / delivery.

*Invoices paid with credit card are subject to 3% processing fee.

*Forms of payment: Cash , Credit Cards, Business checks, and Personal checks.

* Return Policy : All orders are subject to a 25% restocking fee.

Special orders are not subject to cancellation

Shipping and handling fees are not refundable

No returns, no refund policy on all electric / gas countertop equipment, only if the sold goods are defective.

No refunds on all refurbished equipment, all sales are final.

* Delivery guides: Equipment received and warehouse for a complete inspection in the case of any freight damaged; includes uncrate removed, dispose of shipping materials and installation of casters if applicable provided by Charney Commercial

Inside business location delivery : Includes set equipment in place main floor. Pathways must be clear to avoid delays.

Please advise if delivery needs special arraignments, it may result in extra charges :

Equipment disassembled, removing doors, stairs , floor below. Etc.

* It is the responsibility of the business owners to make sure the respective equipment has been delivered according to the correct order and to inspect for any delivery damaged.

Charney Commercial will not be responsible for any equipment damaged after the delivery has been made.

* All electrical and plumbing connections are to be done by other unless specify at the time of purchase if services are to be done by Charney Commercial . trades (includes all utilities connections.) Restrictions apply.

Installation / Delivery performed during regular working hours. Monday – Friday 8:00 –5:00 pm

* Some items may have a freight charge not included in this quote.

BUYER'S SIGNATURE REQUIRED

Worldwide labor and material costs are rising due to shortages, and customer demand. Many of our vendors are increasing pricing monthly, making price hikes almost inevitable. The Global inflation demand is backing up goods orders as far as 6 months behind, forcing manufacturers to cancel Dealer's purchase orders.

Due to current and upcoming changes, Charney Commercial cannot be responsible for any changed equipment orders, cancellations, and price increases at this time of signing-off this project approval.

Los costos de mano de obra y materiales en todo el mundo están aumentando debido a la escasez y la demanda de los clientes. Muchos de nuestros proveedores están aumentando los precios mensualmente, lo que hace que los aumentos de precios sean casi inevitables. La demanda de inflación global está respaldando los pedidos de bienes con un retraso de hasta 6 meses, lo que obliga a los fabricantes a cancelar las órdenes de compra del distribuidor.

Debido a los cambios actuales y futuros, Charney Commercial no se hace responsable de los pedidos de equipos modificados, las cancelaciones, y los aumentos de precios en el momento de la firma de la aprobación de este proyecto.

Acceptance: _____ Date: _____

Printed Name: _____



iT0300 Ice Cube Machine

Models

☐ IDT-0300A

☐ IYT-0300A

☐ IDT-0300W

☐ IYT-0300W


LOW PROFILE MODEL ONLY 16.5" (42 cm) HIGH



Indigo Series iT-300
Ice Machine on D-400 Bin

*Ice Machine and Bin sold separately

Ice Machine Electric

115/60/1 standard.

(208-230/60/1 and 230/50/1 also available.)

Minimum circuit ampacity:

Air-cooled: 115v: 8.8 208-230v: 4.2
Water-cooled: 115v: 7.9 208-230v: 3.8

Maximum fuse size:

15 amps 1ph

Specifications

BTU Per Hour:

4,600 (average), 5,450 (peak)

Refrigerant:

R410A CFS - Free Lowers global
warming by 48%

Operating Limits:

- Ambient Temperature Range:
40 to 110 F (4.4 to 43.3 C)
Water Temperature Range:
40 to 90 F (4.4 to 32.2 C)
- Potable Water Pressure:
Min. 20 psi (137.9 kPa)
Max. 80 psi (551.1 kPa)
- Condenser Water Pressure:
Min. 20 psi (137.9 kPa)
Max. 276 psi (551.1 kPa)

Designed for operators who know that ice is critical to their business, the Indigo®w Series ice machine's preventative diagnostics continually monitor itself for reliable ice production. Improvements in cleanability and programmability make your ice machine easy to own and less expensive to operate.

- Space-Saving Design** - Measures only 16.5" high (42 cm) and 30" wide (76.20 cm) allowing it to fit on top of dispensers when a low ceiling is an issue.
- easyTouch® Display** - New icon based touch screen takes the guess work out of owning and operating an ice machine.
- Programmable Ice Production** - Now its super easy to program your ice machine to be off at certain times of the day to save money with fluctuating electrical rates. Also programmable by daily ice production volume and night time programming.
- Easy to Clean Foodzone** - Hinged front door swings out for easy access. Removable water-trough, distribution tube, curtain, and sensing probes for fast and efficient cleaning. Select components made with AlphaSan® antimicrobial.
- Intelligent Diagnostics** - Provide 24 hour preventative maintenance and diagnostic feedback for trouble free operation.
- Acoustical Ice Sensing Probe** - Unique patented technology allows for reliable operation in challenging water conditions and environments.
- DuraTech™ Exterior** - Provides superior corrosion resistant above stainless steel. Innovative clear-coat resists fingerprints and dirt making it easier to keep clean.
- Available LuminIce II Virus and Bacteria Inhibitor** - Controls viruses, bacteria, mold and yeast within the food zone to keep the ice machine clean longer. A new sanitation icon lets you know the operational status.
- Active sense** - Insures consistent ice harvest in all environmental conditions. This software solution works in conjunction with the acoustical ice sensing probe improving reliability and performance.



Ice Shape



Half Dice
3/8" x 1 1/8" x 7/8"
(.95 x 2.86 x 2.22 cm)



Dice
7/8" x 7/8" x 7/8"
(2.22 x 2.22 x 2.22 cm)



2110 South 26th Street
Manitowoc, WI 54220

Tel: 1.920.682.0161
Fax: 1.920.683.7589

www.manitowocice.com



iT0300 Ice Cube Machine



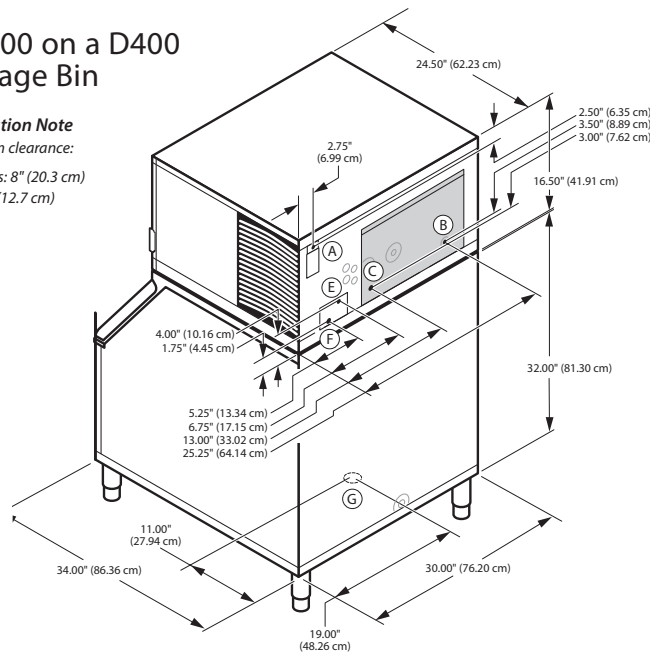
iT0300 on a D400 Storage Bin

Installation Note

Minimum clearance:

Top/Sides: 8" (20.3 cm)

Back: 5" (12.7 cm)



A Electrical Entrance (2) Options

B 3/8" (0.95 cm) F.P.T. Water Condenser Inlet (water-cooled units)

C 1/2" (1.27 cm) F.P.T. Water Condenser Outlet (water-cooled units)

D 1/2" (1.27 cm) Auxiliary Base Drain Socket

E 3/8" (0.95 cm) F.P.T. Ice Making Water Inlet

F 1/2" (1.27 cm) F.P.T. Ice Making Water Drain

G 3/4" (1.91 cm) Bin Drain

Space-Saving Designs



**iT0300
D-400**

Height	54.50" 138.43 cm
Width	30.00" 76.20 cm
Depth	34.00" 86.30 cm
Bin Storage	365 lbs. 165.7 kgs.

Height includes adjustable bin legs 6.00" to 8.00" (15.24 to 20.32 cm) set at 6.00" (15.24 cm).

Storage bin rated at application capacity based on 90% of the volume x 33 lbs/ft³ average density of ice.

Specifications

	Model	Ice Shape	Ice Production 24 Hours		Power Usage kWh/100 lbs. @90° Air/70°F	Water Usage/ 100 lbs. 45.4 kgs. of Ice
			70° Air/ 50°F Water	90° Air/ 70°F Water		
AIR-COOLED	IDT0300A	dice	305 lbs.	230 lbs.	6.35 ★	20.0 gal
			138 kgs.	194 kgs.		75.7 L
	IYT0300A	half-dice	310 lbs.	230 lbs.	5.99 ★	20.0 gal
			141 kgs.	104 kgs.		75.7 L
WATER-COOLED	IDT0300W	dice	305 lbs.	258 lbs.	4.76	20.0 gal
			138 kgs.	117 kgs.		75.7 L
	IYT0300W	half-dice	310 lbs.	260 lbs.	4.74	20.0 gal
			141 kgs.	118 kgs.		75.7 L

* Water-cooled Condenser Water Usage / 100 lbs. / 45.4 kgs. Of Ice: 140 gal / 564 L.

* Water-cooled models are excluded from ENERGY STAR qualification.

Order ice storage bin separately.

*denotes Energy Star 3.0

Accessories

LuminIce® II Virus and Bacteria Inhibitor

controls viruses and bacteria inside the ice machine.



External Scoop holder

Protect the ice scoop with the NSF approved versatile scoop holder.



Arctic Pure® Plus

Reduce sediments and chlorine contaminants down to .5 microns. Use with Pre-filter recommended



iAuCS®

schedules and performs routine ice machine cleaning automatically.



Welbilt reserves the right to make changes to the design or specifications without prior notice.

2110 South 26th Street
Manitowoc, WI 54220

Tel: 1.920.682.0161
Fax: 1.920.683.7589

www.manitowocice.com
6585D 05/21





ICE MACHINE WARRANTY

Manitowoc Ice, Inc. (hereinafter referred to as the "COMPANY") warrants for a period of thirty-six months from the installation date (except as limited below) that new ice machines manufactured by the COMPANY shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the COMPANY and upon proper installation and start-up in accordance with the instruction manual supplied with the ice machine. The COMPANY'S warranty hereunder with respect to the compressor shall apply for an additional twenty-four months, excluding all labor charges, and with respect to the evaporator for an additional twenty-four months, including labor charges.

The obligation of the COMPANY under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the opinion of the COMPANY are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Time and hourly rate schedules, as published from time to time by the COMPANY, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the ice machine, or shipping are the responsibility of the owner, along with all maintenance, adjustments, cleaning, and ice purchases. Labor covered under this warranty must be performed by a COMPANY Contracted Service Representative or a refrigeration service agency as qualified and authorized by the COMPANY'S local Distributor. The COMPANY'S liability under this warranty shall in no event be greater than the actual purchase price paid by customer for the ice machine.

The foregoing warranty shall not apply to (1) any part or assembly that has been altered, modified, or changed; (2) any part or assembly that has been subjected to misuse, abuse, neglect, or accidents; (3) any ice machine that has been installed and/or maintained inconsistent with the technical instructions provided by the COMPANY; or (4) any ice machine initially installed more than five years from the serial number production date. This warranty shall not apply if the Ice Machine's refrigeration system is modified with a condenser, heat reclaim device, or parts and assemblies other than those manufactured by the COMPANY, unless the COMPANY approves these modifications for specific locations in writing.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event shall the COMPANY be liable for any special, indirect, incidental or consequential damages. Upon the expiration of the warranty period, the COMPANY'S liability under this warranty shall terminate.

The foregoing warranty shall constitute the sole liability of the COMPANY and the exclusive remedy of the customer or user. To secure prompt and continuing warranty service, the warranty registration card or register on line within five (5) days from the installation date.

MANITOWOC ICE, INC.

2110 So. 26th St., P.O. Box 1720, Manitowoc, WI 54221-1720

Telephone: 920-682-0161 • Fax: 920-683-7585

Web Site - www.manitowocice.com

Form 80-0373-3 Rev. 01/02



Arctic Pure Plus

Premium Water Filters for Ice Machines



Arctic Pure Plus
Premium Water Filters for Ice Machines

Models ☐ AR-PRE-P ☐ AR-10000-P ☐ AR-20000-P ☐ AR-40000-P



AR-PRE-P



AR-10000-P



AR-20000-P



AR-40000-P

- | | | | |
|--|---|--|---|
| <ul style="list-style-type: none"> • Pre-filter, removes hard sediments, sand, dirt and rust from water, and protects solenoids, valves and inlets to the ice maker • Compatible with all models | <ul style="list-style-type: none"> • Chlorine Reduction • SLOW PHOS scale inhibitor • 0.5 Microns filtration • 15,000 gallon capacity • Models 0-600 lbs/day | <ul style="list-style-type: none"> • Chlorine Reduction • SLOW PHOS scale inhibitor • 0.5 Microns filtration • 20,000 gallon capacity • Models 601-1000 lbs/day | <ul style="list-style-type: none"> • Chlorine Reduction • SLOW PHOS scale inhibitor • 0.5 Microns filtration • 40,000 gallon capacity • Models 1001-2500 lbs/day |
|--|---|--|---|

Standard Features and Benefits

- 95% average reduction of chlorine from incoming water supply assures the ice tastes and smells fresher, clearer and more enjoyable
- Silver impregnated carbon block provides antimicrobial protection against potential bacteria microorganisms, algae, mold and slime on ice machine surfaces
- Engineered with SLOW PHOS (slowly soluble polyphosphate) to inhibit scale formation and corrosion
- Reduces dirt, submicron particles (down to 0.5 microns) and eliminates contaminants such as cryptosporidium and giardia cysts.
- Ultra-fine filtration (0.5 Microns) with silver impregnated carbon block and slowly soluble polyphosphates provides triple protection from harmful contaminants that can affect your ice machine's performance
- Reduces ice machine cost and maintenance frequency by reducing scale, impurities, and contaminants that can enter the machine.
- Extends the life of the ice machine, when the filters are changed every 6 months or when water pressure is below 20 psi.
- Optimizes the daily performance of the machine, allowing it run at full capacity producing the freshest and purist ice possible
- Cartridges are easy to install, safe, sanitary and can be changed out rapidly, "on the fly" without turning off the water supply
- **Certified to NSF/ANSI Standard 42, 53, 372, and CSA B483.1** by IAPMO and meets CUPC requirements.

IAPMO R&T Certifications

System Model #	Replace. Cartridge	Std. 42 Claims	Std. 53 Claims	Chlorine Red. Cap
AR-PRE-P	K00496	Part. Class 3	None	None
AR-10000-P	K00493	Chlorine & Part. Class 1	Cyst	15,000 gal
AR-20000-P	K00494	Chlorine & Part. Class 1	Cyst	20,000 gal
AR-40000-P	K00495	Chlorine & Part. Class 1	Cyst	40,000 gal

- CSAB483.1: For Canadian water standards
- *NSF/ANSI 53 cyst claim only valid at or below rated flow rate
- Warning : Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfections before or after the unit. For cold water use only. Not for residential use.

Note on Pre-filter: A pre-filter is recommended for all applications to achieve maximum filtration efficiency and cartridge life.

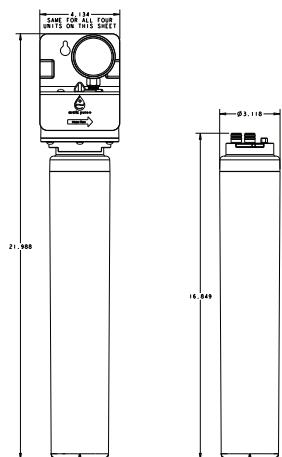
Warranty

3-Year parts and labor warranty on head, shroud, hardware, and mounting assembly.
(water filter cartridge not included).
Residential Warranty - 1 Year

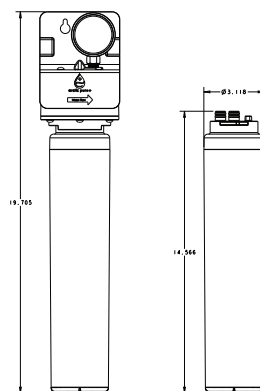




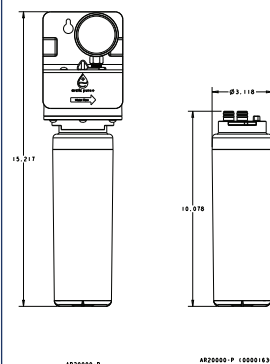
Dimensions



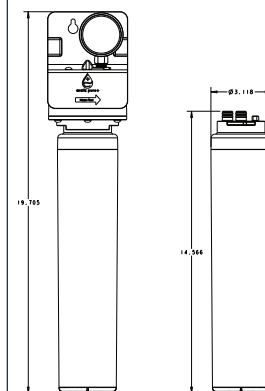
AR-PRE-P SYSTEM	K00496 REP. CART.
4.13"W x 4.48"D x 22"H	3.1"W x 3.1"D x 16.8"H
10.5 x 11.37 x 55.9 cm	7.9 x 7.9 x 42.6 cm



AR-10000-P SYSTEM	K00493 REP. CART
4.13"W x 4.48"D x 19.7"H	3.1"W x 3.1"D x 14.6"H
10.5 x 11.37 x 50.04 cm	7.9 x 7.9 x 37.08 cm



AR-20000-P SYSTEM	K00494 REP. CART.
4.13"W x 4.48"D x 15.2"H	3.1"W x 3.1"D x 10.1"H
10.5 x 11.37 x 38.6 cm	7.9 x 7.9 x 25.6 cm



AR-40000-P SYSTEM	K00495 REP. CART.
4.13"W x 4.48"D x 19.7"H	3.1"W x 3.1"D x 14.6"H
10.5 x 11.37 x 50.04 cm	7.9 x 7.9 x 37.08 cm

Usage Matrix

Filter System (Replacement Cartridges)	AR-PRE-P (K00496)	AR-10000-P (K00493)	AR-20000-P (K00494)	AR-40000-P (K00495)
All Under Counters (Cubers, Flakers & Nuggets) Counter Top Nugget	X	X		
Modular Cubers: IT0300-IT750, IBF0620 Modular Flaker: RFF0320 Modular Nugget: RNF320	X	X		
Modular Cubers: IT0900, IBF0820C & IBT1020C Modular Flaker: RFF0620 RFF1220C, RFF1300 Modular Nuggets: RNF0620, RNF1020C, RNF1100	X		X	
Modular Cubers: IT1200, IT1500 & IT1900, IF1400C & IF1800C Modular Flaker: RFF2200C Modular Nugget: RNF2000C	X			X

Specifications and Shipping

System	Replacement Cartridge	Filtration level	Capacity gal	Service Flow Rate (max. gpm (lpm))	Operating Air Temp F (C)	Operating Water Temp F (C)	Operating Pressure psi (bar)	Mtg. Holes from Center in (cm)	Approx. Shipping Weight lbs (kg)	Qty System Lots	Qty Cartridge Lots
AR-PRE-P	K00496	5 Micron	NA	1.5 (5.7)	40°-110°F (4.4°- 43.3°)	40°-90°F (4.4°- 32.2°)	35 -125 (2.41-8.61)	1.5 (3.81)	4 (1.81)	6	12
AR-10000-P	K00493	0.5 Microns	15,000	0.75 (2.84)				1.5 (3.81)	5 (2.26)	6	12
AR-20000-P	K00494	0.5 Microns	20,000	1.25 (4.73)				1.5 (3.81)	4 (1.81)	6	12
AR-40000-P	K00495	0.5 Microns	40,000	2.0 (7.6)				1.5 (3.81)	5 (2.26)	6	12

Installation Tips

- Install vertically with cartridge hanging down
- Allow 2.5" (6.35cm) clearance below the cartridge for easy replacement
- Flush cartridge by running water through filter for ten (10) minutes
- Use copper or polyethylene 3/8" hose for Quick Connect fitting
- Always follow local plumbing codes

Operation Tips

- Change cartridge every 6 months or when pressure gauge indicates below 35 psi (which ever comes first)
- Twist 1/4 turn to left to remove cartridge. Twist 1/4 turn to the right to install cartridge (Water can be left on)
- Protect from freezing—Failure to do so may result in cracking of the filter housing and cause water leakage
- When using non-Manitowoc ice makers, consult the ice machine's manufactures for water supply usage requirements.
- It is recommended to have your water supply tested by a professional to determine your water treatment needs.

Manitowoc Ice reserves the right to make changes to the design or specifications without prior notice.

2110 South 26th Street
Manitowoc, WI 54220

Tel: 1.920.682.0161
Fax: 1.920.683.7589

www.manitowocice.com
7805B_ArcticPurePlus
06/22

ArcticPure™ Accessory Warranty

Manitowoc Ice, Inc. (hereinafter referred to as the "COMPANY") warrants for a period of thirty-six months from the installation date (except as limited below) that new ArcticPure™ Accessory sold by the COMPANY shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the COMPANY and upon proper installation and start-up in accordance with the instruction manual supplied with the ArcticPure™ Accessory.

The obligation of the COMPANY under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the opinion of the COMPANY are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Time and hourly rate schedules, as published from time to time by the COMPANY, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the ArcticPure™ Accessory, or shipping are the responsibility of the owner, along with all maintenance, adjustments, and cleaning costs. Labor covered under this warranty must be performed by a COMPANY Contracted Service Representative or a refrigeration service agency as qualified and authorized by the COMPANY'S local Distributor. The COMPANY'S liability under this warranty shall in no event be greater than the actual purchase price paid by the customer for the ArcticPure™ Accessory.

The foregoing warranty shall not apply to (1) any part or assembly that has been altered, modified, or changed; (2) any part or assembly that has been subjected to misuse, abuse, neglect, or accidents; (3) wear items such as cartridges or o-rings; (4) any ArcticPure™ Accessory that has been installed and/or maintained inconsistent with the technical instructions provided by the COMPANY; or (5) any ArcticPure™ Accessory initially installed more than five years from the serial number production date.

The ArcticPure™ Accessory is designed to operate only with COMPANY'S ice machines.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall the COMPANY be liable for any special, indirect, incidental or consequential damages. Upon the expiration of the warranty period, the COMPANY'S liability under this warranty shall terminate. The foregoing warranty shall constitute the sole liability of the COMPANY and the exclusive remedy of the customer or user.

To secure prompt and continuing warranty service, the warranty registration card must be completed and sent to the COMPANY within five (5) days from the installation date.

Complete the following and retain for your record:

Distributor/Dealer _____
Model Number _____ Serial Number _____
Installation Date _____

MANITOWOC ICE, INC.

2110 So. 26th St., P.O. Box 1720, Manitowoc, WI 54221-1720

Telephone: 920-682-0161 · Fax: 920-683-7585

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Form 80-1464-3 06/03



Ice Storage Bins

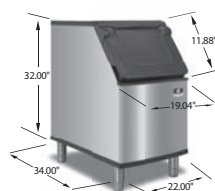
Ice Storage Bins

Model

☐ D320 ☐ D400 ☐ D420 ☐ D570 ☐ D970

D Bins

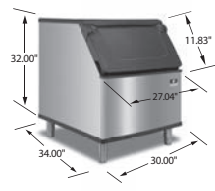
.75" (1.90 cm) Bin drain



D320
264 lbs. (120 kgs)



D570
532 lbs. (241 kgs)



D400
365 lbs. (166 kgs)



D970
882 lbs (400 kgs)



D420
383 lbs. (174 kgs)



Ergonomic NSF approved
sanitary ice scoop included

D Bin Features

New Sanitary Scoop Ergonomic NSF approved sanitary ice scoop included with each bin. Built-in knuckle and thumb guard. Unique molded retaining lip allows maximum scooping every time. Per scoop capacity approximately 5.3/ lbs (2.4 kg)

Scoop Holder options New built-in scoop holder, keeps the ice scoop handle above the ice, or purchases the optional NSF approved External Scoop Holder Kit # K00461.

New Door design Clever built in side grips allow you to lift the bin door from anywhere you are standing (left, right or center) even when you have just one hand free.

Foamed Insulated Door

Insulates the ice bin, reduces sweat on the door, helps keep ice lasting longer.

Stay up door Unique cammed bin door self-latch keeps the door in the open position and keeps the employee safe when scooping ice.

Ergonomic Door design Door is angled 53 degrees to allow for easier access to the ice in the bin especially when scooping from the bottom.

Duratech Metal Finish Manitowoc exterior material has better corrosion resistance than stainless steel, is smudge resistant and easy to keep clean.

New Bin liner Polyurethane Artic Blue bin liner accentuates the crisp clear ice from a Manitowoc Ice Machine.

Warranty

Bin & Accessories: 3 Year Parts & Labor.

D Bin Model	D-Bin Capacities				D-Bin Dimensions					
	*Application Capacity		**2018 AHRI Capacity		Height		Width		Depth	
	lbs.	kgs	Cu. ft	Cu. M	in.	cm	in.	cm	in.	cm
D320	264	119.90	8.9	0.25	38	96.5	22	55.9	34	86.4
D420	383	173.79	12.9	0.37	50	127	22	55.9	34	86.4
D400	365	165.70	12.3	0.35	38	96.5	30	76.2	34	86.4
D570	532	241.14	17.9	0.51	50	127	30	76.2	34	86.4
D970	882	400.11	29.7	0.84	50	127	48	121.9	34	86.4

*Application Capacity based on 90% of the total volume x 33 lbs/ ft³ average density of ice. Ice must be managed

***2018 AHRI certified measurement for bin capacity

Above bin heights include leg height of 6" / 15.24 cm
All bins include a sanitary plastic scoop and one set of adjustable legs chrome legs (6-7.75in/15.24-20.32cm).
External Scoop holder order separately Kit # K00461
Metal Scoop order separately Kit # K00463



Manitowoc Ice reserves the right to make changes to the design or specifications without prior notice.

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www.manitowocice.com
6453E
6/22



D Bins

Indigo Ice Machines Series												
Machine			iT420	iT620	iT0300	iT450	iT0500 &iF0500N	iF0600N, iF0600C, iT0750	iF0900N, iT0900, iF0900C	iT1200, iT1200C	iF1400C, iF1800C	iT1500, iT1900
Machine Capacity @90/70 F			375	465	240	378	440	555, 530	710, 714	950, 1000	1200 1470 1600	1360 1455
Bins	Bin Cap	Width	22"	22"	30"	30"	30"	30"	30"	30"	30"	48"
D320	264	22"	*	*								
D420	383	22"	*	*								
D400	365	30"	K00472	K00472	*	*	*	*	NR	NR	NR	
D570	532	30"	K00472	K00472	*	*	*	*	*	*	NR	
D970	882	48"	NR	NR	NR	K00470	K00470	K00470	K00470	K00470	K00471 + K00470	*

Manitowoc Flaker and Nugget Machines											
		Machine	RNP0320	RFP0320	RNP0620	RFP0620	RNF1020	RFF1220C	RNF1100	RFF1300 & RNF2000C	RFF2200C
Machine cap			251	286	451	540	825	958	825	874	1702
Bins	Bin cap	Width	22"	22"	22"	22"	22"	22"	30"	30"	36.7"
D320	264	22"	*	*	NR	NR	NR	NR			
D420	383	22"	*	*	*	*	NR	NR			
D400	365	30"	K00472	K00472	K00472	K00472	NR	NR	NR	NR	
D570	532	30"	NR	K00472	K00472	K00472	NR	NR	*	*	
D970	882	48"	NR	NR	K00473	K00473	K00473 if 2 used.	K00473 if 2 used.	K00470	K00470	K00470

An optional adapter is required when putting a narrower ice machine on a wider bin.

* No adapter is needed

NR= Not Recommend. Bin too small or too large for application.

Putting a wider machine on narrower bin is not an option.

Machines side by side must be water cooled, remote, or use a top air discharge for self-contained air cooled.

Application Bin Capacity shown in lbs using the AHRI rating based on 90% of total volume x 33 lbs/ft³ average density of ice.

Machine capacity shown in lbs/24hrs using the AHRI rating base at 90F ambient, 70F water temperature

Ice Storage Bins

Available Accessories

See price book for replacement: scoops, legs, specialty legs and casters

K00146 Convenient Ice Bagger

Includes bagger, D-bin adapter, and 250 bags and ties (Not for D320 or D400) Order K00068 replacement bags



K00461 External Scoop Holder

NSF approved. Can be mounted on the left or right side of bins, horizontally or vertically or on a wall.



K00463 Metal Scoop

Indestructible NFS approved aluminum alloy with sanitary knuckle and thumb guard. Works with K00461 external scoop holder or hangs inside the D-Bin series. Limited life time guarantee.



K00462

Secure Fastening Kit

Securely fast the Indigo NXT ice machine head to the pre-drilled inserts on the back of the D-bin series. Stainless steel flanged feet attach to bin and can be screwed to the floor



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Fax: 1.920.683.7589

www.manitowocice.com
6453E
6/22



Quote

07/01/2024

To:
Lisa Insley

Project:
Ionia County Commision on Aging
115 Hudson St
Ionia, Mi 48846

From:
Elliott Food Equipment
Leslie Ferguson
2224 West Willow
Lansing, MI 48917
517-482-4395
517-482-4395 (Contact)

Job Reference Number: 7455

Thank you for the opportunity to provide you with this quotation. This quotation is based upon the information you supplied us. Please review carefully for any discrepancies. Unless otherwise noted this quote will remain valid for 30 days. We will do our best to honor prices beyond time period, but prices are subject to change at anytime.

Item	Qty	Description	Sell	Sell Total
1	1 ea	ICE MAKER, CUBE-STYLE Manitowoc Model No. IYT0420A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 22"W x 24-1/2"D x 21-1/2"H, production capacity up to 460 lb/24 hours at 70°/50° (375 lb AHRI certified at 90°/70°), easyTouch display with 13 different language options, date/time stamp display, automatic reminder/alert icon, one touch asset information, automatic detection of accessories, continuous operating status, programmable production options (time, weight, day or night), one touch cleaning with displayed instructions, Alpha-San anti-microbial protection, acoustical ice sensing probe, self-diagnostic technology, DuraTech™ exterior, half-dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR® 	\$3,932.18	\$3,932.18
	1 ea	WARRANTY-ICE-SC 3 year parts & labor (Machine), 5 year parts & labor (Evaporator), 5 year parts & 3 years labor (Compressor), standard		
	1 ea	(-161) 115v/60/1-ph, 11.3 amps		
	1 ea	D570 Ice Bin, 30"W x 34"D x 50"H, with side-hinged front-opening door, side grips, 532 lbs. application capacity, AHRI certified 17.9 cu. ft., for top-mounted ice maker, Duratech exterior, NSF	\$1,610.66	\$1,610.66
	1 ea	WARRANTY-BIN/DISP 3 year parts & labor warranty, standard		

Item	Qty	Description	Sell	Sell Total
	1 ea	K00472 Bin Adapter, for 22" Indigo, Indigo NXT, RFF, RNF ice machine on a D-400, D-570 Bin, or 30" Hotel Dispenser (not for IB)	\$210.87	\$210.87
	1 ea	Legs, 6" adjustable stainless steel, standard		
ITEM TOTAL:				\$5,753.71
2	1 ea	ICE MAKER, CUBE-STYLE Scotsman Model No. MC0322MA-1 Prodigy ELITE® Ice Maker, cube style, air-cooled, self-contained condenser, production capacity up to 356 lb/24 hours at 70°/50° (232 lb AHRI certified at 90°/70°), medium cube size, ICELINQ® mobile app, Bluetooth® connectivity, preservation mode, external bin full indicator, AutoAlert™ indicating lights, WaterSense adjustable purge control, one-touch cleaning, harvest assist, front facing removable air filter, unit specific QR code, stainless steel finish, AgION™ antimicrobial protection, 115v/60/1-ph, 12.7 amps, cULus, NSF, engineered and assembled in USA	\$3,973.54	<Alternate>
	1 ea	NOTE: Sale of this product must comply with Scotsman's MSRP Policy; contact your Scotsman representative for details		<Alternate>
	1 ea	3 year parts & labor warranties		<Alternate>
	1 ea	5 year parts & labor warranties on Evaporator		<Alternate>
	1 ea	5 year parts on compressor & condenser		<Alternate>
	1 ea	B322S Ice Bin, top-hinged front-opening door, 370 lb application capacity, for top-mounted ice maker, 22" width, metallic finish exterior, toolless removable baffle, polyurethane insulation, polyethylene liner, includes 6" legs, NSF, engineered and assembled in USA	\$1,381.43	<Alternate>
	1 ea	3 year parts & labor warranties		<Alternate>
ITEM TOTAL: <Alternate>				\$5,354.97
3	1 ea	SERVICES: INSTALLATION / TRAINING SERVICES Custom Model No. DELIVERY Cost for receiving, uncrating, final assembly of casters and over shelves, installation of shelves in coolers, delivery and set in place. Includes removal of the existing units if necessary. DOES NOT INCLUDE disconnect or reconnection of any electrical, gas, plumbing, or drain utilities that may be required.	\$200.00	\$200.00
ITEM TOTAL:				\$200.00
Total				\$5,953.71

Prices Good Until: 07/31/2024

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$5,953.71

INDIGO[®] NXT

iT0420 Ice Cube Machine

iT0420 Ice Cube Machine

Models

☐ IDT0420A ☐ IYT0420A ☐ IDT0420W ☐ IYT0420W


Indigo NXT Series iT0420
Ice Machine on D320 Bin
*Ice Machine and Bin sold separately

Designed for operators who know that ice is critical to their business, the Indigo NXT Series ice machine's preventative diagnostics continually monitor itself for reliable ice production. Improvements in cleanability and programmability make your ice machine easy to own and less expensive to operate.

- **New levels of Performance** – Showcasing an average of 41% lower energy consumption, 21% reduction in in potable water usage and a 34% reduction in condenser water usage. This translates into lower cost of ownership over the life of your machine.
- **easyTouch[®] Display** – New icon based touch screen takes the guess work out of owning and operating an ice machine.
- **Programmable Ice Production** – Now its super easy to program your ice machine to be off at certain times of the day to save money with fluctuating electrical rates. Also programmable by daily ice production volume and night time programming.
- **Easy to Clean Foodzone** – Hinge front door swing out for easy access. Removable water-trough, distribution tube, curtain, water probe and water pump for fast and efficient cleaning. Selected components are made with AlphaSan[®] antimicrobial.
- **Intelligent Diagnostics** – Provides 24 hour preventative maintenance and diagnostic feedback for trouble free operation.
- **Acoustical Ice Sensing Probe** – Unique patented technology allows for reliable operation in challenging water conditions and environments
- **DuraTech[®] Exterior** – Provides superior corrosion resistant above stainless steel. Innovative clear-coat resists fingerprints and dirt making it easier to keep clean.
- Available **LuminIce[®] II Virus and Bacteria Inhibitor** – Controls viruses, bacteria, mold, and yeast within the food zone to keep the ice machine clean longer. A new sanitation icon lets you know the operational status.
- **Active Sense** – insures consistent ice harvest in all environmental conditions. This software works in conjunction with the acoustical ice sensing probe improving reliability and performance

Ice Machine Electric

115/60/1 standard
(208-230/60/1 also available)

Minimum circuit ampacity:

Air-cooled: 11.3, 115v, 5.5 208-230v
Water-cooled: 10.6, 115v, 5.2 -208-230v

Maximum fuse size:

Air-cooled: 15 1ph
Water-cooled: 15 1ph

Specifications

BTU Per Hour:
3,800 (average),
and 6,000 (peak)

Refrigerant:

R410A CFS - Free
Lowers global warming
by 48% 51.1 kPa)

Operating Limits:

- Ambient Temperature Range:
40 to 110 F (4.4 to 43.3 C)
Water Temperature Range:
40 to 90 F (4.4 to 32.2 C)
- Potable Water Pressure:
Min. 20 psi (137.9 kPa)
Max. 80 psi (551.1 kPa)
- Condenser Water Pressure:
Min. 20 psi (137.9 kPa)
Max. 276 psi (1902.95 kPa)



Ice Shape



Half Dice
 $\frac{3}{8}$ " x $1\frac{1}{8}$ " x $\frac{7}{8}$ "
(.95 x 2.86 x 2.22 cm)



Dice
 $\frac{7}{8}$ " x $\frac{7}{8}$ " x $\frac{7}{8}$ "
(2.22 x 2.22 x 2.22 cm)



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Manitowoc, WI 54220

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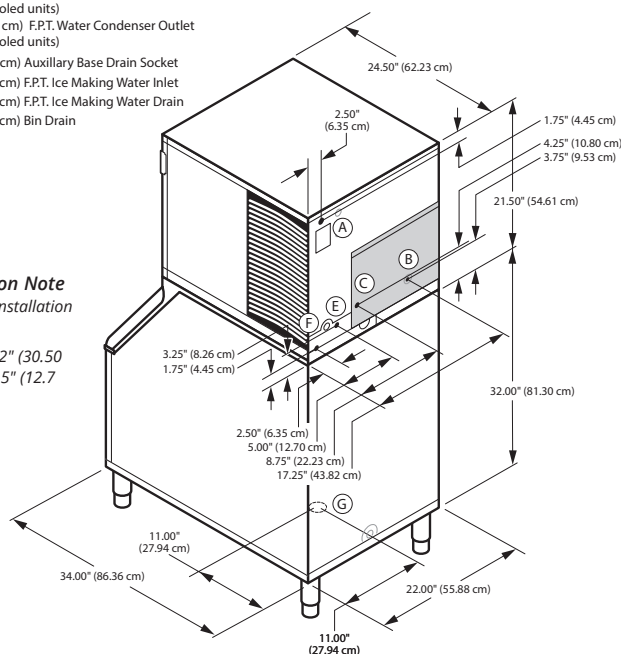
iT0420 on D-320 Storage Bin

- (A) Electrical Entrance (2) Options
- (B) 3/8" (0.95 cm) F.P.T. Water Condenser Inlet (water-cooled units)
- (C) 1/2" (1.27 cm) F.P.T. Water Condenser Outlet (water-cooled units)
- (D) 1/2" (1.27 cm) Auxiliary Base Drain Socket
- (E) 3/8" (0.95 cm) F.P.T. Ice Making Water Inlet
- (F) 1/2" (1.27 cm) F.P.T. Ice Making Water Drain
- (G) 3/4" (1.91 cm) Bin Drain

Installation Note

Minimum installation clearance:

Top/side: 12" (30.50 cm)
Back is 5" (12.7 cm)



Space-Saving Design



	iT0420 D-320	iT0420 D-420
Height	59.50" 151.13 cm	71.50" 181.61 cm
Width	22.00" 55.88 cm	22.00" 55.88 cm
Depth	34.00" 86.30 cm	34.00" 86.30 cm
Bin	264 lbs.	383 lbs.
Storage	118 kgs.	174 kgs.

Height includes adjustable bin legs 6.00" to 8.00", (15.24 to 20.32 cm) set at 6.00" (15.24 cm).
Bin capacity is based on 90% of the volume x 33 lbs/ft³ average density of ice.

Specifications

	Model	Ice Shape	Ice Production 24 Hours		Power Usage kWh/100 lbs. @90°F Air/70°F F	Potable Water Usage/100 lbs. 45.4 kgs. of Ice
			70°F Air/ 50°F Water	90°F Air/ 70°F Water		
AIR COOLED	IDT0420A	dice	470 lbs.	375 lbs.	5.6 ★	19 Gal.
			213 kgs	170 kgs		72 L
	IYT0420A	half-dice	460 lbs.	375 lbs.	5.4 ★	19 Gal.
WATER COOLED	IDT0420W	dice	209 kgs	170 kgs		72 L
			454 lbs.	400 lbs.	4.28	19 Gal.
	IYT0420W	half-dice	206 kgs	181 kgs		72 L
			490 lbs.	425 lbs.	4.24	19 Gal.
			222 kgs.	193 kgs		72 L

* Water-cooled Condenser Water Usage / 100 lbs. /45.4 kgs. Of Ice: 140 gal/ 530 L.

*Water-cooled models are excluded from ENERGY STAR qualification.

Order separately: Ice storage bin for all units

★ ENERGY STAR® 3.0 qualified

Accessories

**LuminIce® II
Virus and Bacteria
Inhibitor**
controls viruses and
bacteria in the ice
machine.



**External
Scoop holder**
protect the ice scoop
with the NSF approved
versatile scoop holder.



Arctic Pure® Plus
reduce sediments and
chlorine contaminants
down to .5 microns.
Use with Pre-filter
recommended.



iAuCs®
schedules and
performs routine ice
machine cleaning
automatically.



Manitowoc Ice reserves the right to make changes to the design or specifications without prior notice.

2110 South 26th Street
Manitowoc, WI 54220

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www.manitowocice.com
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ICE MACHINE WARRANTY

Manitowoc Ice, Inc. (hereinafter referred to as the "COMPANY") warrants for a period of thirty-six months from the installation date (except as limited below) that new ice machines manufactured by the COMPANY shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the COMPANY and upon proper installation and start-up in accordance with the instruction manual supplied with the ice machine. The COMPANY'S warranty hereunder with respect to the compressor shall apply for an additional twenty-four months, excluding all labor charges, and with respect to the evaporator for an additional twenty-four months, including labor charges.

The obligation of the COMPANY under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the opinion of the COMPANY are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Time and hourly rate schedules, as published from time to time by the COMPANY, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the ice machine, or shipping are the responsibility of the owner, along with all maintenance, adjustments, cleaning, and ice purchases. Labor covered under this warranty must be performed by a COMPANY Contracted Service Representative or a refrigeration service agency as qualified and authorized by the COMPANY'S local Distributor. The COMPANY'S liability under this warranty shall in no event be greater than the actual purchase price paid by customer for the ice machine.

The foregoing warranty shall not apply to (1) any part or assembly that has been altered, modified, or changed; (2) any part or assembly that has been subjected to misuse, abuse, neglect, or accidents; (3) any ice machine that has been installed and/or maintained inconsistent with the technical instructions provided by the COMPANY; or (4) any ice machine initially installed more than five years from the serial number production date. This warranty shall not apply if the Ice Machine's refrigeration system is modified with a condenser, heat reclaim device, or parts and assemblies other than those manufactured by the COMPANY, unless the COMPANY approves these modifications for specific locations in writing.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event shall the COMPANY be liable for any special, indirect, incidental or consequential damages. Upon the expiration of the warranty period, the COMPANY'S liability under this warranty shall terminate.

The foregoing warranty shall constitute the sole liability of the COMPANY and the exclusive remedy of the customer or user. To secure prompt and continuing warranty service, the warranty registration card or register on line within five (5) days from the installation date.

MANITOWOC ICE, INC.

2110 So. 26th St., P.O. Box 1720, Manitowoc, WI 54221-1720

Telephone: 920-682-0161 • Fax: 920-683-7585

Web Site - www.manitowocice.com

Form 80-0373-3 Rev. 01/02



Ice Storage Bins

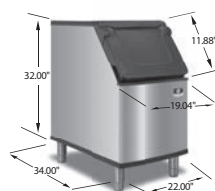
Ice Storage Bins

Model

☐ D320 ☐ D400 ☐ D420 ☐ D570 ☐ D970

D Bins

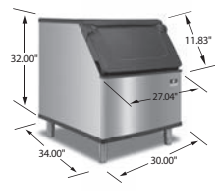
.75" (1.90 cm) Bin drain



D320
264 lbs. (120 kgs)



D570
532 lbs. (241 kgs)



D400
365 lbs. (166 kgs)



D970
882 lbs (400 kgs)



D420
383 lbs. (174 kgs)



Ergonomic NSF approved
sanitary ice scoop included

D Bin Features

New Sanitary Scoop Ergonomic NSF approved sanitary ice scoop included with each bin. Built-in knuckle and thumb guard. Unique molded retaining lip allows maximum scooping every time. Per scoop capacity approximately 5.3/ lbs (2.4 kg)

Scoop Holder options New built-in scoop holder, keeps the ice scoop handle above the ice, or purchases the optional NSF approved External Scoop Holder Kit # K00461.

New Door design Clever built in side grips allow you to lift the bin door from anywhere you are standing (left, right or center) even when you have just one hand free.

Foamed Insulated Door

Insulates the ice bin, reduces sweat on the door, helps keep ice lasting longer.

Stay up door Unique cammed bin door self-latch keeps the door in the open position and keeps the employee safe when scooping ice.

Ergonomic Door design Door is angled 53 degrees to allow for easier access to the ice in the bin especially when scooping from the bottom.

Duratech Metal Finish Manitowoc exterior material has better corrosion resistance than stainless steel, is smudge resistant and easy to keep clean.

New Bin liner Polyurethane Artic Blue bin liner accentuates the crisp clear ice from a Manitowoc Ice Machine.

Warranty

Bin & Accessories: 3 Year Parts & Labor.

D Bin Model	D-Bin Capacities				D-Bin Dimensions					
	*Application Capacity		**2018 AHRI Capacity		Height		Width		Depth	
	lbs.	kgs	Cu. ft	Cu. M	in.	cm	in.	cm	in.	cm
D320	264	119.90	8.9	0.25	38	96.5	22	55.9	34	86.4
D420	383	173.79	12.9	0.37	50	127	22	55.9	34	86.4
D400	365	165.70	12.3	0.35	38	96.5	30	76.2	34	86.4
D570	532	241.14	17.9	0.51	50	127	30	76.2	34	86.4
D970	882	400.11	29.7	0.84	50	127	48	121.9	34	86.4

*Application Capacity based on 90% of the total volume x 33 lbs/ ft³ average density of ice. Ice must be managed

***2018 AHRI certified measurement for bin capacity

Above bin heights include leg height of 6" / 15.24 cm
All bins include a sanitary plastic scoop and one set of adjustable legs chrome legs (6-7.75in/15.24-20.32cm).
External Scoop holder order separately Kit # K00461
Metal Scoop order separately Kit # K00463



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D Bins

Indigo Ice Machines Series												
Machine			iT420	iT620	iT0300	iT450	iT0500 &iF0500N	iF0600N, iF0600C, iT0750	iF0900N, iT0900, iF0900C	iT1200, iT1200C	iF1400C, iF1800C	iT1500, iT1900
Machine Capacity @90/70 F			375	465	240	378	440	555, 530	710, 714	950, 1000	1200 1470 1600	1360 1455
Bins	Bin Cap	Width	22"	22"	30"	30"	30"	30"	30"	30"	30"	48"
D320	264	22"	*	*								
D420	383	22"	*	*								
D400	365	30"	K00472	K00472	*	*	*	*	NR	NR	NR	
D570	532	30"	K00472	K00472	*	*	*	*	*	*	NR	
D970	882	48"	NR	NR	NR	K00470	K00470	K00470	K00470	K00470	K00471 + K00470	*

Manitowoc Flaker and Nugget Machines											
		Machine	RNP0320	RFP0320	RNP0620	RFP0620	RNF1020	RFF1220C	RNF1100	RFF1300 & RNF2000C	RFF2200C
Machine cap			251	286	451	540	825	958	825	874	1702
Bins	Bin cap	Width	22"	22"	22"	22"	22"	22"	30"	30"	36.7"
D320	264	22"	*	*	NR	NR	NR	NR			
D420	383	22"	*	*	*	*	NR	NR			
D400	365	30"	K00472	K00472	K00472	K00472	NR	NR	NR	NR	
D570	532	30"	NR	K00472	K00472	K00472	NR	NR	*	*	
D970	882	48"	NR	NR	K00473	K00473	K00473 if 2 used.	K00473 if 2 used.	K00470	K00470	K00470

An optional adapter is required when putting a narrower ice machine on a wider bin.

* No adapter is needed

NR= Not Recommend. Bin too small or too large for application.

Putting a wider machine on narrower bin is not an option.

Machines side by side must be water cooled, remote, or use a top air discharge for self-contained air cooled.

Application Bin Capacity shown in lbs using the AHRI rating based on 90% of total volume x 33 lbs/ft³ average density of ice.

Machine capacity shown in lbs/24hrs using the AHRI rating base at 90F ambient, 70F water temperature

Ice Storage Bins

Available Accessories

See price book for replacement: scoops, legs, specialty legs and casters

K00146 Convenient Ice Bagger

Includes bagger, D-bin adapter, and 250 bags and ties (Not for D320 or D400) Order K00068 replacement bags



K00461 External Scoop Holder

NSF approved. Can be mounted on the left or right side of bins, horizontally or vertically or on a wall.



K00463 Metal Scoop

Indestructible NFS approved aluminum alloy with sanitary knuckle and thumb guard. Works with K00461 external scoop holder or hangs inside the D-Bin series. Limited life time guarantee.



K00462

Secure Fastening Kit

Securely fast the Indigo NXT ice machine head to the pre-drilled inserts on the back of the D-bin series. Stainless steel flanged feet attach to bin and can be screwed to the floor



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LIMITED WARRANTY FOR ICE STORAGE BIN & DISPENSERS

LIMITED WARRANTY

Manitowoc Ice a division of Manitowoc FSG Operations, LLC, ("Company") warrants that new Ice Storage Bins or Dispensers sold by Company shall be free of defects in material or workmanship under normal and proper use and maintenance as specified by the Company and upon proper installation and start-up in accordance with the instruction manual supplied.

WHAT IS COVERED

- Parts and Labor for a period of three (3) years.
 - Accessory Ice Transport Carts for two (2) years parts and labor.
- The Ice Storage Bin / Dispenser warranty begins on the date of the original installation. This warranty shall not apply to any Ice Storage Bin or Dispenser initially installed more than five (5) years from the serial number production date.

The obligation of the Company under this warranty is limited to the repair or replacement of parts, components, or assemblies that in the sole opinion of the Company are defective. This warranty is further limited to the cost of parts, components or assemblies and standard straight time labor charges at the servicing location.

Time and hourly rate schedules, as published from time to time by the Company, apply to all service procedures. Additional expenses including without limitation, travel time, overtime premium, material cost, accessing or removal of the Ice Storage Bin / Dispenser, or shipping are the responsibility of the purchaser, along with all maintenance, adjustments, cleaning, and ice purchases. Labor covered under this warranty must be performed by an approved Company contracted Service Representative or a refrigeration service agency as qualified and authorized by the Company's local Distributor. The Company's liability under this warranty shall in no event be greater than the actual purchase price paid by purchaser for the Ice Storage Bin or Dispenser.

EXCLUSIONS FROM COVERAGE

- Repair or replacement of parts required because of misuse, improper care or storage, negligence, alteration, use of incompatible supplies or lack of specified maintenance shall be excluded.
- Normal maintenance items.
- Failures caused by adverse environmental, water conditions, or improper drainage.
- Improper or unauthorized repair.
- Any Ice Storage Bin / Dispenser that has been installed and/or maintained inconsistent with the instructions provided by the Company.
- Parts subject to damage beyond the control of Company, or to Ice Storage Bin's / Dispenser's which have been subject to accidents, damage in shipment, fire, floods, other hazards or acts of God that are beyond the control of the Company.
- This Limited Warranty shall not apply if the Ice Storage Bin / Dispenser is modified with parts and assemblies other than those manufactured by the Company, unless the Company approves these modifications for specific locations in writing prior to the commencement of such modification.

LIMITATIONS OF LIABILITY

The preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, Ice Storage Bins or Dispensers sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability, implied by statute, common-law or otherwise, and Company and agents shall not be liable for any claims for personal injuries or consequential damages or loss, howsoever caused. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY, COMPANY DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS

REMEDIES

The liability of Company for breach of any warranty obligation hereunder is limited to: (i) the repair or replacement of the Ice Storage Bin or Dispenser on which the liability is based, or with respect to services, re-performance of the services; or (ii) at Company's option, the refund of the amount paid for said equipment or services. Any breach by Company with respect to any item or unit of equipment or services shall be deemed a breach with respect to that item or unit or service only

WARRANTY CLAIM PROCEDURE

Customer shall be responsible to:

- Complete and return warranty registration card or register on line within five (5) days from the installation date.
- All warranty service must be performed by an approved Manitowoc contracted or authorized Service Representative. To schedule a service appointment contact your local Manitowoc Service Representative or visit us at www.manitowocice.com to find a Service Representative near you.

GOVERNING LAW

This Limited Warranty shall be governed by the laws of the state of Wisconsin, USA, excluding their conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty

COMPLETE AND RETAIN FOR YOUR RECORD:

Distributor/Dealer _____

Model Number _____

Serial Number _____

Installation Date _____

Manitowoc Ice
2110 South 26th Street
P.O. Box 1720
Manitowoc, WI 54221-1720
Web site: www.manitowocice.com

PRODIGY[®]
ELITE

MC0322 - 300lb Cube Ice Machine

Prodigy ELITE[®] Modular Cube Ice Machine

ENHANCED RELIABILITY

Integrated ICELINQ[®] App

Provides real-time diagnostics, access to settings and guided cleanings. The app also contains specific information for convenient maintenance.

Upgraded Sensors

Ice thickness and water sensor design enhances cleanability and amplifies durability.

Preservation Mode

Maximizes uptime and notifies users of potential issues.

EASE OF USE

AutoAlert[™] Panel

The AutoAlert[™] panel displays relevant machine status that is visible across the room. Now featuring an external bin full indicator light and easier to read 16-segment display.

SANITARY DESIGN

Removable, External Air Filters

Speeds up cleaning process and reduces unit footprint.

WaterSense Adaptive Purge

Optimizes water consumption, keeping the machine cleaner and operating more efficiently.



Compatible with ICELINQ[®]



The ICELINQ[®] app simplifies interaction with machine via Bluetooth[®] connection



Intelligent sensor technology maximizes efficiency and lowers operating costs



24 Hour Volume Production

Air Cooled		Water Cooled	
70°F/21°C 50°F/10°C	Air Water	90°F/32°C 70°F/21°C	70°F/21°C 50°F/10°C
356/162 lb/kg		232/105 lb/kg	366/166 lb/kg
			292/133 lb/kg



Modular Bin Options

Model Number*	Dimensions W" x D" x H"	Bin Application Capacity lb/kg	Finish	Ship Weight lb/kg
B322S	22 x 34 x 44*	370/168	Metallic	140/64



B322S

* Contact Scotsman for bin top requirements.



Cube Ice

Common ice form, ideal for mixed drinks.



Small Cube
7/8" x 7/8" x 3/8"
(2.22 x 2.22 x .95 cm)



Medium Cube
7/8" x 7/8" x 7/8"
(2.22 x 2.22 x 2.22 cm)



Certification



ICELINQ[®]



Warranty

- 3 Years parts and labor on all components.
- 5 Years parts and labor on the evaporator.
- 5 Years parts on the compressor and condenser.
- Warranty valid in North, South & Central America for commercial installations.
- Contact factory for warranty in other regions.
- Residential Applications: 1 year parts and labor

Scotsman[®]

Ionia County Commision on Aging

101 Corporate Woods Parkway, Vernon Hills, IL 60061

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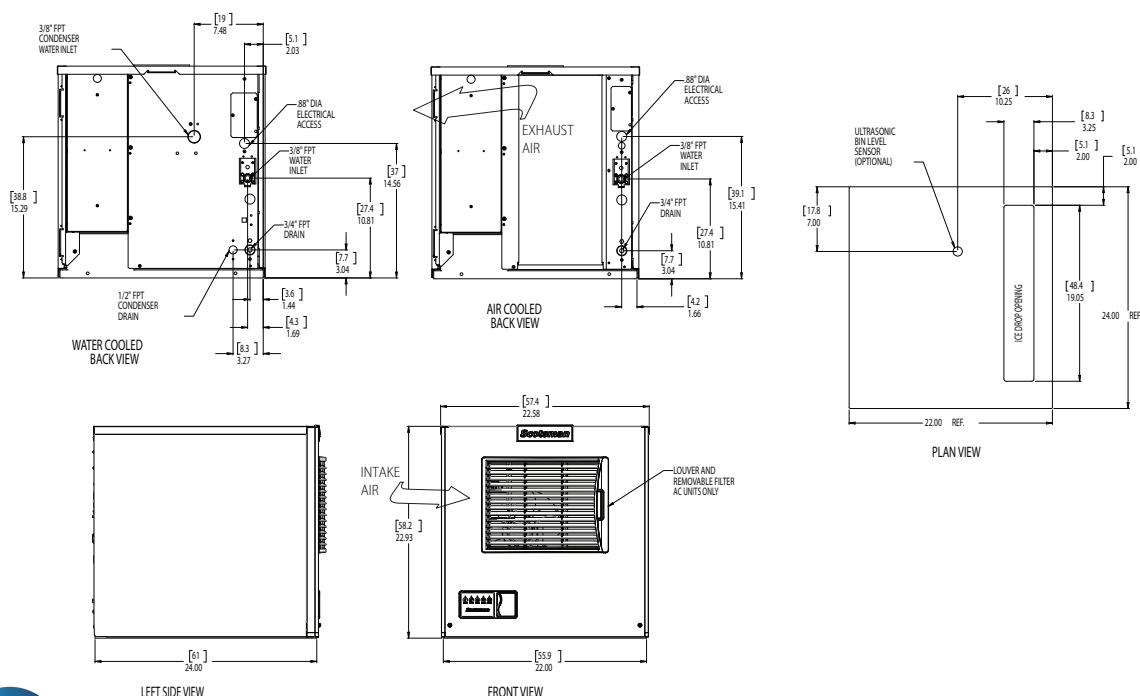
Elliott Food Equipment

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MC0322 - 300lb Cube Ice Machine

MC0322 - 300lb Cube Ice Machine

Prodigy ELITE® Modular Cube Ice Machine



Specifications

							Water Usage		
Model Number	Condenser Unit	Basic Electrical Volts/Hz/Phase	Max. Fuse Size or HACR Circuit Breaker (amps)	Circuit Wires	Min. Circuit Ampacity	Energy Consumption kWh/100 lb (45.4 kg) 90°F(32°C)/70°F(21°C)	Potable Gallons/100 lb (liters/45.4 kg) 90°F(32°C)/70°F(21°C)	Condenser	
Cube Size: medium or small									
med.	MC0322MA-1	Air	115/60/1	15	2	12.7	6.95	18.0/68.2	-
	MC0322MW-1	Water	115/60/1	15	2	11.9	5.23	18.3/69.4	144.0/545.6
	MC0322MA-32	Air	208-230/60/1	15	2	6.1	6.95	18.0/68.2	-
sm.	MC0322SA-1	Air	115/60/1	15	2	12.7	6.95	18.0/68.2	-
	MC0322SW-1	Water	115/60/1	15	2	11.9	5.23	18.3/69.4	144.0/545.6
	MC0322SA-32	Air	208-230/60/1	15	2	6.1	5.23	18.3/69.4	144.0/545.6



All Models

Dimensions (W x D x H):

Unit: 22" x 24" x 23"
(55.9 x 61.0 x 58.4 cm)

Shipping Carton: 26" x 28" x 29"
(66 x 71.1 x 73.7 cm)

Shipping Weight: 155 lb / 70 kg

BTUs per hour: 5,200

Refrigerant: R-404A



Accessories

Model Number	Description
KVS	Vari-Smart™ Ice Level Control - Precisely control ice levels using ultrasonic technology.
KBILC	Basic Ice Level Control - Thermistor technology, ideal for dispenser applications.
KSBU	Smart-Board™ Advanced Control - Use additional operational data for fast diagnosis.
KSBU-N	Smart-Board™ Advanced Control with Network - Network capable.
KPAS	Prodigy Advanced Sustainability Kit - Includes KVS and KSBU - N
XR-30	XSafe® Sanitation System for Modular Cube - Continuous operation, field-installed.

Scotsman recommends all ice machines have water filtration. See Scotsman water filter specification sheet for details.



Operating Requirements

	Minimum	Maximum
Air Temperatures	50°F (10°C)	100°F (38°C)
Water Temperatures	40°F (4.4°C)	100°F (38°C)
Remote Cond. Temps	-20°F (-29°C)	120°F (49°C)
Potable Water Pressure	20 PSIG (1.4 bar)	80 PSIG (5.5 bar)
Cond. Water Pressure	20 PSIG (1.4 bar)	230 PSIG (16.1 bar)
Electrical Voltage	-5%	+10%

Specifications and design are subject to change without notice.

Scotsman®

B322S, B330P, B530P/S, B842S, B948S - Storage Bins

Modular Storage Bins



B530S shown with optional KLP8S legs.

Features

- New sleek, contemporary styling. A perfect match to Prodigy Plus cube ice machines and other Scotsman ice machines.
- Convenient, built-in scoop holder.
- Easily removable baffle, no tools required for cleaning.
- Lightweight.
- Unique recessed drain fitting for maximum installation flexibility.
- Corrosion resistant.
- Spring loaded door with hidden hinges for easy opening and closing (except for B230P).
- Available in metallic finish or durable rotocast plastic.
- Ice scoop included.



Certification



Storage Capacity

B322S	B330P	B530P/S	B842S	B948S
Application Capacity	Application Capacity	Application Capacity	Application Capacity	Application Capacity
370/168 lb/kg	344/156 lb/kg	536/244 lb/kg	778/353 lb/kg	893/406 lb/kg

Application capacity is based on 90% of total volume in cubic feet x 34 lb/ft³



Polyurethane Insulation

Foam insulation is forced between the wall and liner under heat and pressure to form a perfect wall to wall bond, preserving ice supply for long periods.



Bin Interior

The polyethylene bin interior is sanitary and easy to clean. Resists scratches and scuffs from ice scoops.



Warranty

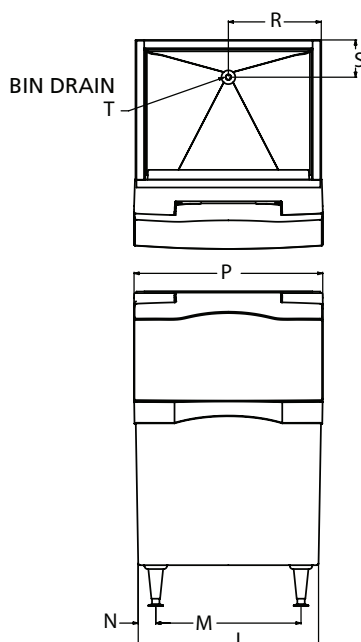
- 3 years parts and labor on all components.
- Warranty valid in North, South & Central America for commercial installations.
- Contact factory for warranty in other regions.
- Residential Applications: 1 year parts and labor

Scotsman®

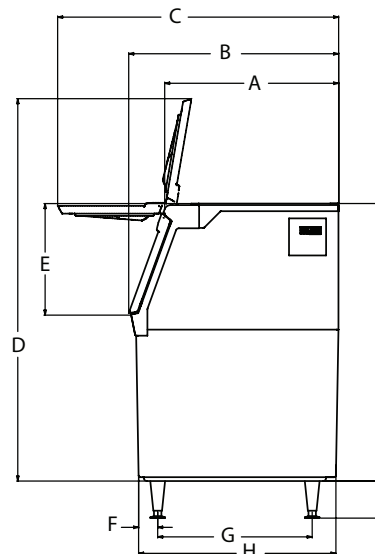
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• 1-800-SCOTSMAN • Fax: 847-913-9844 • www.scotsman-ice.com • customer.relations@scotsman-ice.com •

B322S, B330P, B530P/S, B842S, B948S - Storage Bins

Modular Storage Bins



Installation Note: Allow 6" space at back for utility connections.

**Dimensions**

Model #	A	B	C	D	E	F	G	H	J	K	L	M	N	P	R	S	T
B322S	28.23	34	45.5	61.24	18	3.88	25	32.75	44	6	22	15.5	3.25	22.5	11	6	.75 NPT
B330P	28.15	34	45.5	47.24	18	3.33	25	32.42	31	6	30	23.5	3.08	30.5	15	6	.75 NPT
B530P/S	28.15	34	45.5	61.24	18	3.09	25	31.93	44	6	30	23.5	2.83	30.5	15	6	.75 NPT
B842S	28.07	34	45.5	61.87	18	3.88	25	32.75	44	6	42	35.5	3.25	42.5	21	6	.75 NPT
B948S	28.05	34	45.5	61.24	18	3.88	25	32.75	44	6	48	41.5	3.25	48.5	24	6	.75 NPT

**Overall Dimensions**

Model #	Carton (W x D x H)*
B322S	22" x 34" x 44"
B330P	30" x 34" x 31"
B530P	30" x 34" x 44"
B530S	30" x 34" x 44"
B842S	42" x 34" x 44"
B948S	48" x 34" x 44"

* Add 6" Height for bin legs.

**Accessories***

Model Number	Description
KBC1	Kit, bit casters for B530S, B842S, B948S and SB380.** Not for use with B322S or SB480 when using extensions.
KBC1P	Kit, bin casters for B330P and B530P.**
KLP7	Kit, legs, 6", flanged feet, for B bins, HD dispensers, AFE, CU1/2/3 and NSE.
KLP8S	Kit, legs, 6", stainless steel, for B bins, HD dispensers, AFE, CU1/2/3 and NSE.
BGS10	Bagger, hooks on any bin.
KBAG	Kit, bags, 1000, for BGS10.
KSEALER	Kit, tape sealer, for BGS10.
KTAPE	Kit, tape, 180 ft. roll, for BGS10.
KHOLDER	Kit, scoop holder, stainless steel.

**3.5" Diameter, 2 locking, raises bin 4.5".

**Shipping Information**

Model #	Carton (W x D x H)	Weight (lb/kg)
B322S	26" x 36" x 49"	140/64
B330P	33" x 36" x 35"	90/41
B530P	33" x 37" x 49"	110/50
B530S	33" x 37" x 49"	150/68
B842S	45" x 36" x 49"	190/86
B948S	51" x 36" x 49"	209/95

an Ali Group Company