

# **FINANCE COMMITTEE REVISED AGENDA**

December 4, 2019

7:30 AM

304 E. Grand River, Board Chambers, Howell MI 48843

Pages

1. **CALL MEETING TO ORDER**
2. **ROLL CALL**
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Meeting minutes dated: November 20, 2019
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**8.8 Airport 95**

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into an Agreement for the Transfer of FY 2015 FAA Entitlement Funds to the County of Lenawee Airport

**8.9 Information Technology 100**

Resolution Authorizing Issuance of Purchase Orders for Software Maintenance and Services Renewal for 2020

**8.10 Information Technology 107**

Resolution Authorizing an Intergovernmental Agreement with the State of Michigan to Participate in the MiSAIL Project to Obtain Digital Aerial Imagery

**\*8.11 Juvenile Court 121**

Resolution Authorizing the Livingston County Juvenile Court to Apply for the Michigan Department of Health and Human Services Child and Parent Legal Representation Grant

**9. CLAIMS**

Miscellaneous Claims Dated: December 4, 2019

**10. PREAUTHORIZED**

Computer Print-out Dated: November 21 through December 4, 2019

**11. CALL TO THE PUBLIC**

**12. ADJOURNMENT**

## FINANCE COMMITTEE

### MEETING MINUTES

November 20, 2019, 7:30 a.m.

304 E. Grand River, Board Chambers, Howell MI 48843

Members Present Carol Griffith, Douglas Helzerman, Kate Lawrence , William Green , Wes Nakagiri, Donald Parker, Robert Bezotte, Dennis Dolan, Gary Childs

#### 1. CALL MEETING TO ORDER

The meeting was called to order by Commissioner Griffith at 7:30 a.m.

#### 2. ROLL CALL

Indicated the presence of a quorum.

#### 3. APPROVAL OF MINUTES

Meeting minutes dated: November 6, 2019

Motion to approve the minutes as presented.

**Moved by:** R. Bezotte

**Seconded by:** D. Dolan

Yes (8): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, R. Bezotte, D. Dolan, and G. Childs

Absent (1): D. Parker

**Motion Carried (8-0-1)**

Commissioner Parker entered at 7:31 a.m.

#### 4. TABLED ITEMS FROM PREVIOUS MEETINGS

Motion to take item #4.1 from the table

**Moved by:** K. Lawrence

**Seconded by:** W. Green

Yes (9): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte, D. Dolan, and G. Childs

**Motion Carried (9-0-0)**

#### **4.1 Board of Commissioners**

Resolution Authorizing the Concept and Commitment of Resources and Funds to Meet the Existing and Future Needs for the Livingston County Senior Nutrition Meals on Wheels Program as Outlined in Goal #1 Sustainable Services in the Livingston County Strategic Plan

Commissioner Griffith introduced Dave Prout on speaker phone, he is available for the discussion and to help answer questions. Dave Prout, Chesapeake Community Advisers, Inc. provided information on his background and involvement with this project. Commissioner Dolan introduced Margaret Davey; Margaret introduced other staff present, Jeanine Wilkse, Bridget Ajemian, and Clinton Moore. Committee members asked questions and discussed the resolution.

Recommend Motion to the Board of Commissioners.

**Moved by:** D. Dolan

**Seconded by:** D. Helzerman

**Amendment:** Motion to amend the resolution for Livingston County to have ownership of the building, and Meals on Wheels is responsible for operations and maintenance.

**Moved by:** D. Helzerman

Discussion.

**Amendment Withdrawn by D. Helzerman**

**Amendment:** Motion to include deed restrictions to allow the County first refusal if the building were to be sold in the future, with the \$500,000 in match funding to be used towards the purchase of the building.

**Moved by:** D. Helzerman

Discussion.

**Amendment Withdrawn by D. Helzerman**

**Amendment:** Motion to include in the resolution that \$250,000 will be paid over two (2) years for a total of \$500,000.

**Moved by:** D. Helzerman

**Seconded by:** None. K. Lawrence withdrew support for the motion after clarification was provided.

**Amendment Failed**



**Amendment:** Motion to include in the resolution that the \$500,000 commitment from Livingston County will be provided over a three (3) year period.

**Moved by:** G. Childs

**Seconded by:** W. Green

Discussion.

Yes (7): C. Griffith, D. Helzerman, K. Lawrence , W. Green , R. Bezotte, D. Dolan,  
and G. Childs

No (2): W. Nakagiri, and D. Parker

**Amendment Carried (7-2-0)**

Yes (7): C. Griffith, D. Helzerman, K. Lawrence , W. Green , R. Bezotte, D. Dolan,  
and G. Childs

No (2): W. Nakagiri, and D. Parker

**Motion Carried (7-2-0)**

## **5. APPROVAL OF AGENDA**

Motion to approve the Agenda as presented.

**Moved by:** W. Green

**Seconded by:** G. Childs

Yes (9): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte, D. Dolan, and G. Childs

**Motion Carried (9-0-0)**

## **6. CALL TO THE PUBLIC**

Dave Domas, Tyrone Township, addressed the Commissioners regarding the Meals on Wheels program.

Margaret Davey, Meals on Wheels, thanked the Commissioners for their support.

Clinton Moore, thanked the Commissioners for their support and commended Margaret Davey for her dedication to the program.

## **7. REPORTS**

### **7.1 Imminent Danger Order Update**

Dianne McCormick, Health officer, and Matt Bolang, Director of Environmental Health, provided information and an update to the Committee regarding the Imminent Danger Order issued to Diamond Plating. Explained what steps have been taken to control TCE emissions. Diamond Chrome Plating has been cooperative and have stopped using the degreaser that contains the chemical. There will be a public meeting at Parker Middle

School on Thursday, November 21st at 7 p.m. Therese Cremona explained Emergency Management has begun to prepare for a voluntary evacuation, if one is needed.

## **8. RESOLUTIONS FOR CONSIDERATION**

### **8.1 Juvenile Court**

Resolution Authorizing an Agreement with Ennis Center for Children, Inc. to Provide Juvenile Specialized Treatment Services for the 44th Circuit Court, Juvenile Division

Recommend Motion to the Board of Commissioners.

**Moved by:** R. Bezotte

**Seconded by:** D. Dolan

Yes (9): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte, D. Dolan, and G. Childs

**Motion Carried (9-0-0)**

### **8.2 Court Central Services**

Resolution Authorizing the Purchase and Installation of a Camera System for the Judicial Center and Brighton Court

Recommend Motion to the Board of Commissioners.

**Moved by:** D. Helzerman

**Seconded by:** W. Green

Yes (9): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte, D. Dolan, and G. Childs

**Motion Carried (9-0-0)**

### **8.3 Central Dispatch**

Resolution to Approve the Revised Advocacy Oversight Board (AOB) Bylaws

Recommend Motion to the Board of Commissioners.

**Moved by:** K. Lawrence

**Seconded by:** G. Childs

Yes (9): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte, D. Dolan, and G. Childs

**Motion Carried (9-0-0)**

### **8.4 Public Defender**

Resolution Authorizing the Public Defender Workspace Outfitting Project and a Budget Amendment

Recommend Motion to the Board of Commissioners.

**Moved by:** D. Dolan

**Seconded by:** D. Helzerman

Yes (9): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte, D. Dolan, and G. Childs

**Motion Carried (9-0-0)**

**9. ANNUAL REPORTS**

**9.1 Animal Shelter**

Christy Peterson, Department Director, presented a PowerPoint of department statistics, 2019 achievements, and 2020 goals.

Commissioner Dolan exited at 9:48 a.m.

**10. CLAIMS**

Miscellaneous Claims Dated: November 20, 2019

Recommend Motion to the Board of Commissioners.

**Moved by:** K. Lawrence

**Seconded by:** G. Childs

Yes (8): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte, and G. Childs

Absent (1): D. Dolan

**Motion Carried (8-0-1)**

**11. PREAUTHORIZED**

Computer Print-out Dated: November 7 through November 20, 2019

Recommend Motion to the Board of Commissioners.

**Moved by:** W. Green

**Seconded by:** R. Bezotte

Yes (8): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte, and G. Childs

Absent (1): D. Dolan

**Motion Carried (8-0-1)**

**12. CALL TO THE PUBLIC**

None.

**13. ADJOURNMENT**

Motion to adjourn the meeting at 9:52 a.m.

**Moved by:** D. Helzerman

**Seconded by:** G. Childs

Yes (8): C. Griffith, D. Helzerman, K. Lawrence , W. Green , W. Nakagiri, D. Parker, R. Bezotte,  
and G. Childs

Absent (1): D. Dolan

**Motion Carried (8-0-1)**

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Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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## Resolution Approving Plan To Build EMS Fund Working Capital – Treasurer / Administration

- WHEREAS,** the EMS Fund 210 operates as a special revenue fund supported by two main revenue sources, property taxes and charges for services; and
- WHEREAS,** over the course of the past three years, the EMS fund has incurred increased costs in the areas of personnel, capital equipment and medical examiner expenditures which have drawn down the fund's working capital creating periods of budgetary cash flow shortfalls; and
- WHEREAS,** the County has consulted with PFM to provide an analysis of the EMS Fund; and
- WHEREAS,** the cash projections indicate an estimated shortfall of \$200,000 in 2019, and an additional \$400,000 will be needed in 2020 to meet the fund's anticipated cash flow needs; and
- WHEREAS,** PFM, in accordance with GFOA best practices, has recommended the EMS Fund should strive to maintain working capital of at least 60 days of expenditures; and
- WHEREAS,** based upon the 2020 budgeted expenditures of \$10,554,770, the 60 days of working capital would total \$1,759,128; and
- WHEREAS,** the County intends to rebuild the fund's working capital to meet the targeted 60-day minimum using a multi-faceted approach including:
- 1) reverse 2019 Medical Examiner costs in the amount of \$236,184 formerly authorized by resolution #2018-12-212
  - 2) one-time General Fund Appropriation in the amount of \$400,000
  - 3) Creation of an EMS Capital Replacement Fund
  - 4) Ongoing expenditure reductions
  - 5) Careful planning of capital expenditure needs and costs

**THEREFORE BE IT RESOLVED** the Livingston County Board of Commissioners hereby authorizes the County Treasurer to reverse the 2019 Medical Examiner costs by transferring \$236,184 from the General Fund to the EMS Fund, and authorizes Fiscal Services to amend the 2019 budget as necessary to effectuate this transfer.

**BE IT FURTHER RESOLVED** the Livingston County Board of Commissioners hereby authorizes the County Treasurer to record a one-time appropriation in the amount of \$400,000 from the General Fund to the EMS Fund and authorizes Fiscal Services to amend the 2019 budget as necessary to effectuate this appropriation.

**BE IT FURTHER RESOLVED** the Livingston County Board of Commissioners hereby authorizes the County Treasurer to establish an EMS Capital Replacement Fund to account for the funding and acquisition / replacement of major equipment.

RESOLUTION NO: #

PAGE: 2

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**MOVED:**  
**SECONDED:**  
**CARRIED:**



## Memorandum

**To: Livingston County Board of Commissioners**  
**From: Jennifer M. Nash, Treasurer**  
**Cindy Catanach, Acting County Administrator**  
**Date: November 27, 2019**  
**Re: RESOLUTION APPROVING PLAN TO BUILD EMS FUND**  
**WORKING CAPITAL**

Over the course of the past 3 years, the EMS Fund has incurred increased costs in the areas of personnel, capital equipment, and medical examiner expenditures, which have drawn down the fund's working capital creating periods of budgetary cash flow shortfalls. Although revenues over the same 3-year period have increased, the rate of expenditure growth has exceeded that of revenue.

The County enlisted the professional assistance of Kari Blanchett and Randy Bauer of PFM to assist in analyzing the cash flow needs of the EMS Fund and to provide recommendations for sustaining the fund going forward.

Kari and Randy will be presenting their findings at the December 4<sup>th</sup> Finance Committee Meeting. The resolution before you presents a multi-faceted plan to build the EMS Fund working capital to a level of best practice – 60 days of working capital. Based on the 2020 budgeted expenses, that target is \$1,759,128.

In order to meet that target, the plan includes several action items.

- 1) Reverse the \$236,184 of 2019 Medical Examiner costs previously transferred from the EMS Fund to the General Fund.
- 2) Provide a one-time General Fund appropriation of \$400,000 for the intent and purpose of building Working Capital Reserves.
- 3) Create an EMS Capital Replacement Fund to be used to carefully plan for funding of major capital purchases and needs
- 4) Ongoing expenditures reductions

The fact is there is not one single action that will get us to where we need to be. Getting to a healthy and sustainable working capital reserve will require ongoing discipline, planning, strategizing and careful and close monitoring, but it is obtainable.

I am happy to answer any further questions you may have.

RESOLUTION

NO: 2018-12-212

LIVINGSTON COUNTY

DATE: December 17, 2018

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**Resolution authorizing the systematic transfer of monies between funds for 2019 – County Administration**

**WHEREAS,** the fiscal year 2019 Budget contains several types of transfers between funds; and

**WHEREAS,** the following types of transfers between funds are reflected in the budget:

<b>GENERAL FUND</b>	The General Fund appropriates a considerable amount of its operating funds to other County funds. The purpose of the appropriations is to subsidize operating programs or capital purchases, provide seed money for new projects, and General Funds share for internal services, and grant matching based on actual expenses;
<b>DIRECT SERVICES</b>	Direct Services provided by a department (Internal Service Funds: Information Technology, Facility Services and Car Pool) to different departments within General Fund and in other funds;
<b>INDIRECT COSTS</b>	Indirect Costs (Central Services Cost Allocation Plan) are billed to appropriate general fund divisions, which operate with federal and state funding, special revenue and enterprise funds to recover each funds proportionate share of the County's central administrative and support cost which are originally borne by the General Fund;
<b>OPERATING CAPITAL</b>	Miscellaneous Operating Capital Transfers are made from one fund to another fund to subsidize operating programs or capital purchases, or provide seed money for new projects.
<b>BENEFITS</b>	The departments have the funds in their respective budgets to pay the benefit carriers but the payment is made from the benefit fund.

**WHEREAS,** requests for transfers and/or billings are received from the numerous County departments continuously throughout the course of the year to fund their operations and to reimburse for services provided; and

**WHEREAS,** it is desirable to implement a systematic process to transfer monies between funds, eliminate duplication of effort and to create an efficient/effective procedure.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the transfer of monies in accordance with the attached schedules and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the use of the ERP system to process transfers of funds for Car Pool and Facility Services charges through the Work Order module.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes the transfer of monies within budgetary limits from EMS to the General Fund Medical Examiner Org based on



actual expenditures throughout the year, and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers upon request.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes the transfer of monies within budgetary limits from the General Fund to Special Revenue Funds for the purpose of grant matching based on actual expenditures throughout the year, and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers upon request.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes the transfer of funds up to the amount listed below from the Capital Improvement Fund to the Departments listed below based on actual expenditures incurred throughout the year on the approved projects listed below, and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers upon request.

Department	ORG	Project	Amount
Courts	10116800	Judicial Center building security upgrades & potential expansion	\$775,000
Courts	10116800	Expanded use of Enterprise Content Management software	\$23,768
Register of Deeds	10126800	Reception office area renovation	\$60,000
Sheriff	10130100	25 In car computer replacements & installation	\$86,250
Sheriff	10130100	Expanded use of Enterprise Content Management software	\$40,714
Sheriff	10130100	Reception office area renovation	\$35,000
Jail	10135100	Reception office area renovation	\$35,000
Jail Construction	46697000	Storage facility construction	\$150,000
Facility Services	63126500	Sheriff roof top heating & ventilation units	\$60,000
Information Technology	63622800	Enterprise Content Management server	\$46,184

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**MOVED:****Commissioner Lawrence****SECONDED:****Commissioner Bezotte****CARRIED:**

Roll Call Vote: (9) Yes: Lawrence, Green, Domas, Helzerman, Parker, Bezotte, Griffith, Dolan and Childs; (0) No: None; Absent: (0) None

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution Authorizing an Additional Contribution to MERS - County Administration**

**WHEREAS,** a fundamental objective of the Livingston County Board of Commissioners as an employer that offers pension benefits, is to fund the long term cost of the benefits promised to our employees: and

**WHEREAS,** eliminating or reducing long term liabilities by making additional payments to MERS is a priority as it affects both the financial health and sustainability of Livingston County; and

**WHEREAS,** there are several advantages to making additional payments to MERS including: 1) reducing our total unfunded pension liability 2) potential to reduce our future annual required contributions (ARC) and 3) additional assets to invest with the potential of a greater return than one would expect to earn in a traditional municipal operating investment; and

**WHEREAS,** MERS of Michigan allows employers making additional voluntary contributions to the Defined Benefit Plan to accelerate the funding by allocating the additional funds to a surplus division that is not associated with any particular employee group; and

**WHEREAS,** by allocating voluntary contributions in excess of the annual required contribution to a surplus division these funds will not be included in determining the annual Employer Contribution requirement for any employee group but will be included in determining the Employers overall funded status; and

**WHEREAS,** \$500,000 is included in the Benefit Fund 2019 budget for an additional payment to MERS; and

**WHEREAS,** the FY 2019 County Revenue Sharing Supplemental Payment from the State of Michigan in the amount of \$14,387 is required to be used to pay down debt, pension, or other postemployment benefit obligations. The County is electing use the funds to pay down its pension obligation; and

**WHEREAS,** Building Inspection has sufficient fund balance to make an additional payment in the amount of \$10,276 to cover the total unfunded liability for the closed Building Inspection group.

**THEREFORE BE IT RESOLVED** that the Board of Commissioners hereby authorize an additional payment in the amount of \$524,663 be made to MERS prior to 2019 year-end, of which \$500,000 will be from F677 Benefit Fund and \$14,387 will be from General Fund to fund the County pension liability and \$10,276 will be from F542 Building Inspection Fund to fully fund the closed Building Inspection group.

**BE IT FURTHER RESOLVED** that the Board of Commissioners hereby authorize any budget amendment to effectuate the above.

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**MOVED:  
SECONDED:  
CARRIED:**

**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

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## **Resolution Requesting Reallocation of Pension Assets - Fiscal Services**

**WHEREAS,** Livingston County has been a participating municipality in the Municipal Employees' Retirement System of Michigan ("MERS"); and

**WHEREAS,** pursuant to Municipal Employees' Retirement Board requirements, since December 31, 1994, asset accounting had been separate for each division, instead of aggregate for the entire municipality; and

**WHEREAS,** over time, significant disparities have arisen in the County's MERS plan as a result of allocating the fair market value of plan assets on a divisional basis instead of on an aggregate basis, which disparities Livingston County wishes to eliminate; and

**WHEREAS,** in order to address the anticipated increase in unfunded liability for pensions to be provided participants in the defined benefit plan that is likely to occur as a result of diminished contributions to that plan, the County wishes to reallocate certain divisional market assets between these divisions.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners, the governing body of Livingston County, a participating municipality as defined in the Municipal Employees' Retirement Act as recodified by Act No. 427 of the Public Acts of 1984, as amended, and as the employer, hereby requests MERS to reallocate the total market value of assets as of November 1, 2019 as follows:

<b>DIVISION NUMBER</b>	<b>DIVISION NAME</b>	<b>DECREASE IN EMPLOYER RESERVE ASSETS</b>	<b>INCREASE IN EMPLOYER RESERVE ASSETS</b>
47030122	Sheriff Union after 6/20/11	\$185,258	
47030120	Sheriff Union		\$185,258
470301HA	Non-Union Employees	\$1,627,298	
47030101	Non Union Employees		\$1,627,298
470301HB	Court New Hires as of 1/1/11	\$233,726	
47030110	Court Employees		\$233,726
470301HC	Sheriff Union after 1/1/14	\$614,558	
47030120	Sheriff Union		\$614,558

which will enable the actuary to prepare the 2019 actuarial valuation with the transferred assets.

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**MOVED:**

**SECONDED:**

**CARRIED:**

**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

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## **Resolution to Amend the County Employee Business Expense Policy for Livingston County – Fiscal Services**

**WHEREAS,** Livingston County adopted a County Business Expense Reimbursement Policy in 2011 with revisions approved in April 2014, August 2016 and April 2018; and

**WHEREAS,** the efficient and effective processing of Employee Business Expense claims is a priority for Fiscal Services. The current reimbursement process is time consuming and places a burden on all staff involved in the approval and audit of employee claims; and

**WHEREAS,** the County's current Employee Business Expense Policy includes the requirement of receipts for meal reimbursement. The revised policy would base meal reimbursements on a flat per diem amount. The State of Michigan and other County governments have implemented meal per diems without the requirement of meal receipts for reimbursement; and

**WHEREAS,** the U.S. Government Services Administration (GSA) annually sets the per diem amounts for all States and certain large cities. The County wants to implement the meal per diems for overnight business travel; and

**WHEREAS,** for business related travel that does not require an overnight stay, the County will adopt flat meal per diem amounts that reflect a prudent and conservative approach to business meal expenses; and

**WHEREAS,** effective upon approval of this resolution the following is a list of the major changes or additions will be incorporated into the policy:

- The policy notes that the department director is responsible conveying the policy to their employee prior to travel
- Per diem reimbursements will continue to be processed through Employee Self-Service (ESS)
- County credit cards/pcards will no longer be authorized for meals in any circumstance
- Meal reimbursements will be a flat per diem
- For business related travel that does not require an overnight stay, meal reimbursement will follow the time frames and flat per diem amounts as noted below:

<b>Reimbursable Meal</b>	<b>Travel begins before</b>	<b>And travel extends past</b>	<b>Per Diem</b>
Breakfast	6:30 AM	8:30 AM	\$8
Lunch	11:30 AM	2:00 PM	\$12
Dinner	5:30 PM	8:00 PM	\$20

- For overnight travel, the County will utilize the meal per diem set annually by the U.S. GSA, however, per diem for incidental expenses do not apply
- Registration or conference literature must be attached for overnight travel
- Meals provided during meetings, conferences or training are not eligible for per diem
- There will be no advancement of per diems paid

**WHEREAS,** Fiscal Services is responsible for the administration of this policy and Elected Officials and/or Department Directors are responsible for ensuring the requests for county business expense reimbursements for their employees were incurred while on official County business and in accordance with this policy.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby adopts the County Employee Business Expense Policy, as amended and attached, to be effective with the approval of this resolution.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**

**Roll Call Vote:**

# LIVINGSTON COUNTY COUNTY EMPLOYEE BUSINESS EXPENSE POLICY

RESOLUTION #2018-04-081

LIVINGSTON COUNTY, MICHIGAN

APPROVED: 4/23/2018

## PURPOSE

The purpose of this policy is to establish a clear and uniform understanding of the procedure to reimburse Livingston County employees and Elected Officials for reasonable and customary business expenses while on official County business.

## APPLICATION OF POLICY

The Employee Business Expense Policy applies to all Livingston County employees and Elected Officials who incur expenses while on authorized County business.

In some isolated cases, a business expense claim might be unique and on a case-by-case basis may need to be reviewed and a determination made by the County Administrator and/or Deputy County Administrator/Financial Officer; however, this primarily applies to expenses not discussed in this policy.

## AUTHORIZATION AND RESPONSIBILITY

1. The Livingston County Board of Commissioners authorizes the Business Expense Reimbursement Policy.
- ~~2. Fiscal Services County Administration~~ is responsible for administration of this policy.
- ~~2.3. Elected Officials/Department Directors are responsible for conveying this policy to their employees.~~
- ~~3.4.~~ For an employee traveling on business, it is the traveler's is responsible for understanding and complying with this policy.
- ~~4.5.~~ The traveler's supervisor is responsible for reviewing the expense claim and the supporting documentation for compliance of the policy and certify so by approving the employee's request through electronic workflow in the County's Enterprise Resource Planning (ERP) software system.

Failure to comply with this policy could delay payment or the claim being adjusted or rejected by the Board of Commissioners.

## APPROVAL PROCESS

- ~~1. All reimbursement for business expenses must be submitted through the Employee Self Service (ESS) portal within 60 days of expense. The request shall be approved by the employee's immediate Supervisor and/or Department Director/Elected Official.~~
- ~~2.1. The employee's immediate Supervisor shall review the ESS submission for verification of allowable expenses and accuracy and approve the claim via electronic workflow in Munis.~~

## PROFESSIONAL DEVELOPMENT

Professional development, as defined in this policy, is a gathering of professionals sharing a common position, expertise and/or authority who meet to discuss current issues within a specific discipline/field and who attend sessions designed to update the participant's knowledge in the various facets of a particular discipline/field. Conferences or training attended for professional development shall be job-related and beneficial to the County.

The County recognizes the value in maintaining employees who are well trained in the particular knowledge, skills, and abilities needed to use the equipment, techniques and procedures to accomplish their assigned tasks. It is understood that professional development sessions are generally of a one (1) or two (2) day duration, are held within the State of Michigan, and are designed to teach a specific skill, technique and/or application. Professional development courses must meet one of the following criteria: be specialized, provide the participant with a certificate of completion, offer continuing professional education (CPE) credits, or be geared toward a job-related professional level certification which shall be presented to the Department Director or designated person within the employee's department to verify successful completion of the training.

It is the responsibility of each Elected Official ~~/and~~ Department Director to review, authorize, and manage employee professional development opportunities they deem beneficial within their approved annual allocation. Out of state professional development is only allowed for specialized courses not available in state. Approval to attend professional development opportunities that were not planned for in the budget process are within the department director's discretion contingent on sufficient funding being available in the appropriate travel line item. The Courts will be authorized to transfer between Court authority org and object codes within a fund provided it results in a net zero effect on the Court authority's bottom line budget.

- Employees shall provide the Elected Official/Department Director an estimated total cost of the trip and **get written approval prior** to attending any overnight conferences or meetings. It is common practice that employees pay for certain conference expenses such as transportation, registration, and lodging with the County Pcard/AP check and then follow up by requesting reimbursement for remaining expense through ESS. The total cost of the trip includes both expenses paid by ~~at the~~ County Pcard/AP check and reimbursements made to the employee and include costs such as registration, transportation, lodging, meals, and other miscellaneous costs (parking, shuttle, baggage fees).
- A Conference Cost Form is available on the County website and can be used as a guide to ensure all costs are being taken into consideration when seeking approval from the Elected Official/Department Director, or an email with the estimated cost and the Department Directors approval will suffice.
- A written approval from the Department Director **must** be included as supporting documentation in the ERP software for an overnight trip.

Fiscal Services~~County Administration~~ will prepare an out-of-state travel report to present to the Board of Commissioners at the first Finance Committee meeting in April of each year. The report will list each person who traveled outside of the state during the preceding fiscal year. The list will include the name of the employee, department, destination, reason for travel, dates of travel, mode of transportation, funding source, and the total cost to the County.



## ALLOWABLE EXPENDITURES

### ACCOMMODATIONS

Reimbursement may be made for actual expenditures for overnight accommodations while on official business, subject to the following restrictions and limitations:

If the destination is more than 100 miles from the normal work location, and if the individual must be at the destination at or before 9:00 a.m., an employee may elect to stay overnight the preceding calendar day.

If official business terminates after 5:00 p.m. EST and the location is more than 100 miles from the normal work location, the official or employee may remain overnight and commence travel the following morning.

If the temporary work location is more than 50 miles from the normal work location and the duration is more than one day, the night between such workdays may be spent in the immediate vicinity and reimbursement claimed for the cost of lodging.

Reimbursement shall be limited to the cost of a single room at prevailing rates for accommodations normally used in business.

~~If a double room is shared with a County Official or employee, each may claim reimbursement for one-half (1/2) the rate.~~

If a double room is shared with a non-employee or an employee not of the specific department and not attending the conference/training, reimbursement may be claimed for the amount equal to the rate for a single occupancy accommodation.

### MEALS

The County will reimburse an employee for meals while on approved business that is conducted 20 miles outside of the county. ~~Itemized receipts are required. Reimbursements must be for the County employee only and incurred expenses should be reasonable. Alcoholic beverages are not an allowable expense. The amount shall be based upon the actual amount spent up to a maximum of \$50 per day. If the site is in a federally recognized high-cost area, per IRS Publication 1542, the amounts may exceed the \$50/day maximum but are still expected to be reasonable. Actual reimbursements deemed to be excessive may be brought to the Board of Commissioner's attention and require Department Director to justify his/her authorization of submitted expense. Meals will no longer be allowed to be purchased on the County Pcard or added to a hotel receipt. There will be no advancement of per diem paid.~~

For those conference or training sessions which do not require overnight accommodations, the following fixed per diem rates~~maximums~~ apply:

**BREAKFAST . . . . . \$10.00**

**LUNCH . . . . . \$15.00**

**DINNER . . . . . \$25.00**

<u>Reimbursable Meal</u>	<u>Travel begins before</u>	<u>And travel extends past</u>	<u>Per Diem</u>
<u>Breakfast</u>	<u>6:30 AM</u>	<u>8:30 AM</u>	<u>\$8</u>
<u>Lunch</u>	<u>11:30 AM</u>	<u>2:00 PM</u>	<u>\$12</u>
<u>Dinner</u>	<u>5:30 PM</u>	<u>8:00 PM</u>	<u>\$20</u>



~~Per Diem rates cannot be combined. For those conferences or training sessions that require overnight accommodations, the above maximums apply. However, under certain circumstances and with prior Department Directors approval, reimbursement for out of state travel may be based upon the actual amount spent for each meal up to a combined maximum of \$50 per day, or actuals, if deemed a high cost area.~~

## ~~FOOD SERVICES/TIPS~~

### Overnight Travel:

~~For conferences or training sessions that require overnight accommodations, the County shall utilize the current Standard Rate for meals established by the U.S. General Services Administration (GSA). Per Diem amounts cover the cost of the meal and the associated tax and gratuity. (See Attachment "A").~~

~~Note: incidental expenses and first & last day of travel does not apply within this policy.~~

- ~~• Meals that are included with the conference, seminar or meeting shall not be paid a per diem.~~
- ~~• Conference, seminar, or meeting agenda are required and must be submitted as supporting documentation with the request for per diem through ESS within sixty (60) days of the expense.~~

~~The maximum allowable tip for meals is up to 15% of the actual meal cost, excluding alcoholic beverages. Meal tips are allowed only with sit-down meals and the amount must be indicated on the actual receipt. Tips on take-out or at fast food restaurants are not reimbursable. Total cost of the meal **and tip** must be within the meal guidelines listed above.~~

~~If meals are included with registration, corresponding meals are **not** reimbursable.~~

~~Actual itemized receipts must be uploaded with the travel reimbursement submission through ESS within sixty (60) days of the employee's return.~~

~~It is the employee/Elected Official's responsibility to obtain and submit the correct receipts. If a receipt is lost, the employee/Elected Official must seek to obtain a duplicate receipt. If, in the opinion of the County, **all measures to obtain a copy have been exhausted**, the employee/Elected Official will be required to submit a Receipt Affidavit to the County. Excessive use of this form by the same employee could result in future claims for that employee being denied.~~

## TRANSPORTATION

The expense of traveling by public carrier (rail, airplane, boat) will be allowed on the basis of actual cost. Department Directors traveling shall have approval of County Administrator prior to booking/purchase of tickets. All travelers are expected to travel by the **most economical mode** of transportation. Transportation expense in excess of the cost of coach-class air fare will not be allowed unless justification therefore is given and the approval of the Administrator and/or the Administrator's designee is obtained before leaving on the proposed trip. The cost of one bag of luggage on the public carrier will be reimbursed.

In the event that an employee uses a personal vehicle for travel in lieu of air transportation, business expense reimbursement shall be at the prevailing Board approved County mileage rate or union contract rate and shall not exceed the rate for commercial coach air travel. Out-of-state travel using a County vehicle will be dependent on availability and must have prior written approval by the County Administrator before Car Pool can release the vehicle. This approval must accompany the reimbursement request.

When an employee uses a personal vehicle for day to day business travel to/from business locations, mileage expense reimbursement shall be at the prevailing Board approved County mileage or union contract mileage rate.

If the employee is directed to return to his/her work site after conducting official County business, the employee shall be paid mileage for the return trip back to the work site. Work site shall be defined as the County Department office which is considered the employee's main assignment.

If an employee is permitted to begin business travel from his/her residence, the amount of mileage claimed should be the mileage driven in excess of that which is ordinarily incurred during the daily commute to ones' main work site.

**Example:** Employee attends a meeting in Ann Arbor which is 30 miles from home. Drives to work after the meeting, which is another 30 miles. Normal drive to work is 20 miles. Employee would claim 40 miles, not actual extra miles driven.

$(30 + 30 = 60 - 20 = 40 \text{ miles})$

Mileage for employees and elected officials, excluding Board of Commissioners (See MCL 46.52 and 46.62), shall **not** be paid for regular commuting miles from home to work or work to home. Employees who are required to travel on County business are only to request mileage for travel other than what would be considered their normal commute from home. Mileage to County Commissioners must be included on their W-2 as taxable income.

An employee who is "called back" during off duty hours to work site shall not be paid for mileage traveled except in case of emergency as determined by the department director.

## MISCELLANEOUS

Miscellaneous expenses incidental to official County travel shall be held to the minimum amount required for essential and efficient conduct of County business. The Elected Official/Department Director~~department head~~, or his/her authorized representative, approving the travel will be held responsible for their certification for all items of expense as being necessary, reasonable and accurate~~correct~~.

The following miscellaneous items are reimbursable with appropriate itemized receipts:

1. Registration Fees: Enrollment or registration fees for conventions and meetings, associations or organizations are allowable for individuals attending as official representatives of the County. Receipts must be uploaded through ESS. **Registration or Conference literature must be attached for any overnight conference.** If meals are included in the registration fee, corresponding meals are not reimbursable.
2. Parking Fees: Reimbursement for parking fees is allowable with proper receipts.
3. Taxi Cab: Necessary taxi cab fares will be allowed with receipts. Tips may not exceed 15%.
4. Car Rental: Allowable only if: (a) **approved in advance** of travel by the County Administrator or the County Administrator's designee, (b) it is more advantageous for County business and (3) more economical than some other mode of transportation. Explanation and receipt are required.
5. Personal Expenses: The County will not reimburse for the following: fees and tips for valets, flight insurance, housekeeping/maid service, alcoholic beverages, cleaning and pressing clothing, renting movies, tobacco products, gift cards, snacks and similar personal expenses.

6. Baggage Fees: Travelers will be reimbursed for one bag with appropriate receipts.
7. Toll Bridge, Toll Road, and Ferry Boat Expenses: Toll bridge, toll road and ferry boat expenses are allowed with receipts.
8. Unforeseen expenses incurred due to inclement weather will be evaluated on a case by case basis.
9. Miscellaneous business expenses that are unrelated to travel (boot reimbursement, certification fees, job related materials, etc.) may also be claimed by an employee for reimbursement. These type of expenses must be job related should have the Supervisor's approval prior to the employee incurring the cost, whenever possible.

Receipts which fail to show the details of an expenditure including the name of the vendor, the date of purchase, what was purchased, ~~and the associated~~ price of such item, the total amount with taxes or fees, and the sales tax, and proof of payment, must be accompanied by ~~thean~~ "Receipt Affidavit" form (Appendix A) that is signed by both the employee and the Elected Official/Department Director. ~~Itemized receipts are always required.~~

- Use of this form should be used sparingly and the employee should be reminded of this by the Director. Excessive use of this form by the same employee could result in future non-itemized claims for that employee being denied.

### **EXPENSE REIMBURSEMENT CLAIMS THROUGH EMPLOYEE SELF-SERVE (ESS)**

Reimbursement requests shall be submitted through the Employee Self-Serve (ESS) Program in the County ~~Munis~~ ERP system. Each reimbursement requested shall include the what, when, where, and why as follows:

- ~~Purpose of travel (WHY)~~ Name of the event, conference, training or meeting attended (WHAT)
- Travel dates (WHEN)
- Starting address and destination address, including city, state (WHERE)
  - Documentation from an online mapping program showing the beginning and ending destination points should be included as back up to accompany non-county buildings mileage reimbursement requests in ESS.
- Purpose of travel (WHY)
- ~~—~~
- ~~Travel dates (WHEN)~~
- ~~Starting address and destination address, including city, state (WHERE)~~
  - ~~Documentation from an online mapping program showing the beginning and ending destination points should be included as back up to accompany mileage reimbursement requests in ESS.~~
- ~~Name of the event, conference, training or meeting attended (WHAT)~~

Reimbursements must be approved through electronic workflow in the ~~MUNIS~~ ERP system. Itemized receipts, where required, must be submitted with the expense claim via ESS. Please see the Business Expense Reimbursement Instructions located on the County website. ~~for each reimbursement must be scanned and submitted with the expense claim via ESS.~~

### **PAYMENT OF BUSINESS EXPENSE REIMBURSEMENTS**

Business expense reimbursements will be processed bi-weekly and paid via direct deposit in the employee's paycheck. Reasonable business expenses incurred by an employee in the course of County business are County costs that should be reimbursed. Reimbursements are not considered

taxable income to the employee if the employee substantiates his/her business purpose of the expense. The Internal Revenue Service requires all business meals and entertainment expenses to include:

- Original receipts, with the exception of meals
- Proof of payment
- Supportive documentation, e.g., brochure or invitation, or agenda
- Geographic location
- Statement of business purpose

Request for variation and/or exception to this Policy shall require approval from the Livingston County Board of Commissioners prior to incurring expenses. It's the prudent responsibility of each Elected Official ~~/and~~ Department Director to authorize only such conferences and training as is funded in the specific Department annual budget. If any provision of this Policy conflicts with a union contract, the union contract shall prevail for that union employee.

The Livingston County Board of Commissioners may amend, modify, or delete all or any portion of this Policy at any time. This Policy replaces all other existing policies on this matter.

AMENDED	#2018-04-081	4/23/18
AMENDED	#2016-08-131	8/8/16
AMENDED	#2015-04-100	4/27/15
ADOPTED	#2011-12-344	12/19/11

S:\WP\Policies\Business Expense Reimbursement Policy 2018 FINAL.docx



# APPENDIX A

## LIVINGSTON COUNTY, MICHIGAN

### RECEIPT AFFIDAVIT

A separate affidavit must be completed for each lost/non-itemized receipt

On \_\_\_\_\_ I misplaced / lost / didn't receive an itemized receipt  
(Date ~~of Receipt~~)

For \_\_\_\_\_  
(Meal: ~~Breakfast, Lunch, or Dinner~~)

From \_\_\_\_\_  
(Name and location ~~of eatery~~)

Amount \_\_\_\_\_  
(Enter total amount ~~amount including tip, if applicable~~)

I certify to the following (please initial each section):

\_\_\_\_\_ This represents a legitimate business expense incurred while traveling on behalf of Livingston County

\_\_\_\_\_ The expense incurred was solely for me, or, if paying on behalf of another employee I will specify the employee **by name here**:  
\_\_\_\_\_

\_\_\_\_\_ No alcoholic beverages, tobacco products, or gift cards were purchased

\_\_\_\_\_ I certify that I have not previously been reimbursed for this expense

\_\_\_\_\_  
(Print Employee Name)

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Department)

\_\_\_\_\_  
(Elected Official/Director or Deputy Director Signature)

\* As Director, I acknowledge that the employee, while on authorized business, ~~did not follow County policy~~. I will ensure all my employees receive a copy of the Business Expense Reimbursement Policy prior to travel.

~~Link to the Business Expense Reimbursement Policy can be found on the County website.~~

~~The Business Expense Reimbursement Policy can be found here: Please follow this link:~~

~~<https://www.livgov.com/administration/Pages/policies.aspx>~~

11/2017

~~A separate affidavit must be completed for each lost/non-itemized receipt~~

11/21/2019

FY 2020 Per Diem Rates for Michigan



U.S. General Services Administration

## FY 2020 Per Diem Rates for Michigan

Meals &amp; Incidentals (M&amp;IE) Breakdown

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Standard Rate	Applies for all locations without specified rates	\$55	\$13	\$14	\$23	\$5	\$41.25
Ann Arbor	Washtenaw	\$61	\$14	\$16	\$26	\$5	\$45.75
Detroit	Wayne	\$56	\$13	\$15	\$23	\$5	\$42.00
East Lansing / Lansing	Ingham / Eaton	\$56	\$13	\$15	\$23	\$5	\$42.00
Grand Rapids	Kent	\$61	\$14	\$16	\$26	\$5	\$45.75
Holland	Ottawa	\$56	\$13	\$15	\$23	\$5	\$42.00
Kalamazoo / Battle Creek	Kalamazoo / Calhoun	\$56	\$13	\$15	\$23	\$5	\$42.00
Mackinac Island	Mackinac	\$56	\$13	\$15	\$23	\$5	\$42.00
Midland	Midland	\$56	\$13	\$15	\$23	\$5	\$42.00
Muskegon	Muskegon	\$61	\$14	\$16	\$26	\$5	\$45.75
Petoskey	Emmet	\$56	\$13	\$15	\$23	\$5	\$42.00
Pontiac / Auburn Hills	Oakland	\$56	\$13	\$15	\$23	\$5	\$42.00
South Haven	Van Buren	\$61	\$14	\$16	\$26	\$5	\$45.75
Traverse City	Grand Traverse	\$66	\$16	\$17	\$28	\$5	\$49.50

Note: This policy does not include Incidental Expenses and First & Last Day of Travel and will not be provided with the per diem

**RESOLUTION** \_\_\_\_\_ **NO:** **2018-04-081**

**LIVINGSTON COUNTY** \_\_\_\_\_ **DATE:** **April 23, 2018**

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### **Resolution to Amend the County Employee Business Expense Policy for Livingston County**

**WHEREAS,** ~~Livingston County adopted a County Business Expense Reimbursement Policy in 2011 with revisions approved in April 2014 and August 2016; and~~

**WHEREAS,** ~~the Employee Self Service (ESS) module for Employee Expense Reimbursement has been implemented and revisions to the Employee Business Expense Policy are needed to incorporate the use of ESS; and~~

**WHEREAS,** ~~after reviewing the policy it was determined that there were other areas that needed to be updated and clarified; and~~

**WHEREAS,** ~~effective upon approval of this resolution the following is a list of the major changes or additions will be incorporated into the policy:~~

- ~~• The policy notes that the employee traveling is responsible for the understanding and compliance of the policy prior to travel~~
- ~~• Employees will utilize the ESS Employee Expense module in Munis for reimbursements~~
- ~~• Budget adjustments for travel will follow the Budget Transfer Policy~~
- ~~• Tips on purchases of meals is limited to 15% and is allowable for sit-down meals. Tips on carry-out meals or at "fast-food" restaurants are not reimbursable~~
- ~~• Registration or conference literature must be attached for overnight conferences~~
- ~~• Overnight travel requires prior written approval of the total estimated cost of trip to the conference by the Department Director~~
- ~~• The use of a Receipt Affidavit is allowed if the employee has exhausted all measures to obtain a missing receipt or a missing itemized receipt~~
- ~~• Out of State travel using a County Car Pool vehicle requires approval by the County Administrator prior to Car Pool releasing the vehicle~~
- ~~• Tobacco products and gifts cards are added to the list of personal expense not reimbursable~~
- ~~• Miscellaneous business expenses (boot purchase, certification fees, job related materials) may be claimed for reimbursement with the Supervisor's approval prior to purchase~~
- ~~• The IRS requirements of what must be included for each reimbursement request to be considered non-taxable has been added. Failure to provide this information could cause the reimbursement to be considered as other paid compensation and would be subject to payroll taxes~~
- ~~• Reimbursements will be paid via direct deposit in the employee's paycheck~~

**WHEREAS,** ~~County Administration is responsible for the administration of this policy and Elected Officials and/or Department Directors are responsible for ensuring the requests for county business expense reimbursements for their employees were incurred while on official County business.~~

**THEREFORE BE IT RESOLVED** ~~that the Livingston County Board of Commissioners hereby adopts the County Employee Business Expense Policy, as amended and attached, to be effective with the approval of this resolution.~~

# \_\_\_\_\_ # \_\_\_\_\_ #

**MOVED:** \_\_\_\_\_ **Commissioner Green**

**SECONDED:** \_\_\_\_\_ **Commissioner Helzerman**

**CARRIED:** \_\_\_\_\_ **8-0-1; Roll Call Vote: (8) Green, Domas, Helzerman, Parker, Griffith, Dolan, Childs and Lawrence; No: (0); Absent: (1) Bezotte**

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution Authorizing an Agreement with the Michigan Department of Environment, Great Lakes, and Energy to Conduct Environmental Health Services – Health Department**

**WHEREAS,** the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the Livingston County Health Department (LCHD) desire to enter into an agreement to conduct environmental health related services; and

**WHEREAS,** LCHD has entered into similar agreements in previous years with EGLE; and

**WHEREAS,** the terms of the agreement shall be in effect October 1, 2019 through September 30, 2020 and partial reimbursement to the LCHD will be made by EGLE for covered services.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorize entering into an agreement between EGLE and LCHD for the period of October 1, 2019 through September 30, 2020 for services related to:

Program	Amount
Non-Community Public Water	\$119,798
Groundwater Monitoring	\$12,000
Public Swimming Pools	\$2,280
Septage	\$1,600
Public Campgrounds	\$250
Medical Waste	\$5,000
<b>Total</b>	<b>\$140,928</b>

**BE IT FURTHER RESOLVED** that the Chair of the Board of Commissioners be authorized to sign all forms, assurances, contracts/agreements and future amendments for monetary and contract language adjustments related to the above upon review/preparation by Civil Counsel.

**BE IT FURTHER RESOLVED** that the reimbursement for said agreement will be placed in Account 221.

#

#

#

MOVED:

SECONDED:

CARRIED:





## LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102  
Howell, Michigan 48843-7578

[www.lchd.org](http://www.lchd.org)

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**PERSONAL/PREVENTIVE HEALTH SERVICES**

**P: (517) 546-9850**

**F: (517) 546-6995**

**ENVIRONMENTAL HEALTH SERVICES**

**P: (517) 546-9858**

**F: (517) 546-9853**

November 25, 2019

To: Livingston County Board of Commissioners

From: Matt Bolang, Deputy Health Officer/Director of Environmental Health

Re: Resolution for EGLE Contract

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The attached resolution establishes the continuation of the agreement with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to conduct environmental health services. EGLE provides funding to partially reimburse the county for services covered in the agreement. This resolution establishes the contract for the period October 1, 2019 through September 30, 2020.

If you have any questions regarding this matter, please contact me at (517) 552-6870.



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



LIESL EICHLER CLARK  
DIRECTOR

November 22, 2019

Dianne McCormick, Health Officer  
LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH  
2300 E Grand River Ave, Ste 102  
Howell, Michigan 48843-7578

Dear Ms. McCormick:

SUBJECT: Fiscal Year (FY) 2020 Local Health Department Grant Agreement (Agreement)

Enclosed for your review and signature is an original copy of the Agreement funding for FY 2020 for LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH. Please print off one copy and sign as an original (in blue ink and scanned in color). When the Agreement has been signed by both parties, an original will be returned to you.

If you have any questions regarding the programs or overall grant administration, you can contact me at 517-284-6543; [kieblern@michigan.gov](mailto:kieblern@michigan.gov); or at Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division, Administration Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

Sincerely,

Nicole Kiebler  
Grant Coordinator  
Administration Section  
Drinking Water and Environmental Health Division

Enclosure



**LOCAL HEALTH DEPARTMENT GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water and Environmental Health Division ("State"), and LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1076, PA 399. As amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. Legislative appropriation of Funds for grant assistance is set forth in Public Act 57 of 2019. This Agreement is subject to the terms and conditions specified herein.

Project Name: Local Health Department Grant

Amount of grant state: \$119,997.00

Start Date (date executed by EGLE): October 1, 2019  
[unless alternate date specified]

Amount of grant: \$140,928.00

Amount of grant federal: \$20,931.00

End Date: September 30, 2020

**GRANTEE CONTACT:**

Dianne McCormick, Health Officer

Name/Title

LIVINGSTON COUNTY DEPARTMENT OF  
PUBLIC HEALTH

Organization

2300 E Grand River Ave, Ste 102

Address

Howell, Michigan 48843-7578

Address

(517) 546-9858

Telephone number

(517) 546-9853

Fax number

dmccormick@livgov.com

E-mail address

38-6005819

Federal ID number – (Required for Federal Funding)

Grantee DUNS number - (Required for Federal Funding)

**STATE'S CONTACT:**

Nicole Kiebler, Grant Coordinator

Name/Title

Drinking Water and Environmental Health Division

Division/Bureau/Office

P.O. Box 30817

Address

Lansing, Michigan 48909-8311

Address

517-284-6543

Telephone number

517-241-1328

Fax number

kieblern@michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

Signature

Date

Name/Title

**FOR THE STATE:**

Signature

Date

Eric Oswald, Director, Drinking Water and Environmental Health Division

Name/Title

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 45 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide all products and deliverables in accordance with Appendix A.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended,

MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

#### **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

#### **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

#### **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

#### **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a

public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

#### **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

#### **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

#### **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

## **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:



- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

## **XXII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under the Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a Freedom of Information Act request, Court Order or subpoena.

## **XXIV. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the EGLE project administrator. Monitoring conducted prior to final EGLE approval of the QAPP will not be reimbursed.

## **XXV. FEDERAL FUNDING REQUIREMENTS**

A maximum of \$ 20,931.00 or 15 percent of total disbursements, is funded with Federal Funding. By accepting this contract, the grantee agrees to comply with the requirements of the Statutory Authority and the requirements found in the Regulatory Authority found in the Program Funding Section XXVI. These regulations include, but are not limited to the following:

(A) Grantees expending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environment, Great Lakes, and Energy, at the following address:

Michigan Department of Environment, Great Lakes and Energy  
Finance Division-Federal Aid Section  
525 W. Allegan Street  
Constitution Hall 6<sup>th</sup> Floor South Tower  
Lansing, MI 48909

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website:

("http://www.michigan.gov/treasury/0,1607,7-121-1751\_31038---,00.html".)

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

- (B) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

**(C) Consultant Cap/Payment to Consultants.**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

**(D) Establishing and Managing Subawards – The recipient agrees to:**

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in Subpart D of 2 CFR 200 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain EGLE's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from EGLE for any new subaward work that is not outlined in the approved work plan

**(E) Copyrighted Material.**

In accordance with 2 CFR 200.315, the EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Governmental purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

1. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
2. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

**(F) Acknowledgement Requirements for Non-Office of Research Development Assistance Agreements.**

The recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement FS975487-18 to EGLE. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

**(G) Electronic and Information Technology Accessibility.**

Grantees developing electronic and information technology products, which includes but is not limited to information kiosks and World Wide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194.

**(H) Civil Rights Obligations.**

The Recipient agrees to follow all civil rights statutes.

**(I) Drug-Free Workplace Certification for all EPA Recipients.**

The recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 2 CFR 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E, which recipients can access at "<http://ecfr.gpoaccess.gov/>"

**(J) Hotel-Motel Fire Safety.**

Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance or to find other information about the Act.

**(K) Recycled Paper.**

When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

**(L) Resource Conservation and Recovery Act (a.k.a. Recycled Products).**

Consistent with the goals of section 6002 of RCRA (42 U.S. C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2(d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price.

**(M) Trafficking in Persons.**

Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

**(N) MBE/WBE Requirements. Minority Business Enterprises (MBE)/Women's Business Enterprises (WBE) Requirements and Disadvantage Business Enterprise Rule (DBE).**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environment, Great Lakes, and Energy as follows:

MBE 10% WBE 7.5%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually for the period ending September 30 for 40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and 40 CFR Part 35 Subpart A and Subpart B Recipients.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained on the Internet at "<http://www.epa.gov/osbp>".

The recipient agrees to comply with the contract administrations provisions of 40 CFR, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

## **XXVI PROGRAM FUNDING**

### **Program A - Noncommunity (Type II) Public Drinking Water Supply:**

1. Standard/Operator Assistance - Amount \$ 104,216.00; Funding Source: State Restricted for Standard; Amount \$ 98,867.00; Federal Funding for Operator Assistance; Amount \$ 5,349.00. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-18 and the grant is funded with Federal funds from the EPA awarded in 2018. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.
2. Local Assistance - Capacity Development and Source Water Assessment – Amount \$ 7,200.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-18 and the grant is funded with Federal funds from the EPA awarded in 2018. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.
3. Public Water Supply Supervision – Revised Total Coliform Rule – Amount \$ 8,382.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-18 and the grant is funded with Federal funds from the EPA awarded in 2018. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.

By accepting this contract, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.

### **Program B - Drinking Water Long-Term Monitoring:**

Amount \$ 12,000.00; Funding Source: State Restricted

### **Program C - Great Lakes Beach Monitoring:**

Amount \$ 0.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Beach Monitoring and Notification Program Grant", and the CFDA number is 66.472. The Federal Grant Number is CU-00E99310 and the grant is funded with Federal Funds from the EPA awarded in 2019. By accepting this Agreement, the grantee agrees to comply with the requirements of the Beaches Environmental Assessment and Coastal Health Act of 2000, PL 106-284 and the requirements found in the regulatory authority 40 CFR PART 31.

### **Program D - Public Swimming Pools:**

Amount \$ 2,280.00; Funding Source: State Restricted

### **Program E - Septage Waste:**

Amount \$ 1,600.00; Funding Source: State Restricted

Program H - Campgrounds:

Amount \$ 250.00; Funding Source: State Restricted

Program I - Medical Waste:

Amount \$ 5,000.00; Funding Source: State Restricted

## **PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A**

Title to equipment or other nonexpendable personal property supported in whole or in part by the State with categorical funding and having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The State reserves the right to retain or transfer the title to all items of equipment and nonexpendable personal property having a unit acquisition cost of \$5,000 or more to the extent that it is determined that the State's proportionate interest in such equipment and personal property supports such retention or transfer of title.

The Grantee, if a Local Health Department, shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Michigan Department of Health and Human Services (MDHHS) to achieve full accreditation status. A Grantee designated as "not accredited" may have their State allocations reduced for costs incurred in the assurance of service delivery.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
NONCOMMUNITY WATER SUPPLIES UNIT (TYPE II PUBLIC)  
PROGRAM A  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State of Michigan (State) in the conduct of complete noncommunity water supply program services required under the Safe Drinking Water Act, 1976 PA 399, as amended, and the Administrative Rules, hereinafter referred to as "Act 399."

**B. Program Budget and Agreement Amount**

The Grantee will be paid on a quarterly basis for work in the noncommunity drinking water program. The agreement amount maximum is provided in the *Program A Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee shall perform the following services, including but not limited to:

1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.
2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.
3. Maintain a current inventory of all noncommunity public water supplies within its jurisdiction using the WaterTrack (WT) data system and revised total coliform rule tracking required for federal reporting.
4. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey, final approval of a water well permit, or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements, where applicable, as required in Act 399.
5. Ensure that repeat samples are collected promptly where initial sample results indicate a potential violation of state drinking water standards; or where the sample analyses are unreliable due to overgrowth, excessive transit time, thermal preservation requirements are not met, or where the presence of organic chemical contamination is indicated.
6. All noncommunity water supplies shall undergo a sanitary survey at least once every five years in accordance with the procedures and regulations established by the State. An accurate and complete sanitary survey form, water well record where available, and transmittal letter to the owner outlining compliance status and monitoring requirements shall be considered a



completed sanitary survey as required in Act 399. All sanitary survey and well record data shall be entered into the program database(s) within 45 days of the survey.

7. Provide a notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable.
8. Conduct a reinspection within 10 days of the expiration date of the compliance schedule to ensure that all violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
9. Consult with the State in situations where the noncommunity public water supply injects a chemical into the water supply, provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds an MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct and document in WT (see Staff Reference Manual) site visits for treatment surveillance. The frequency at which treatment surveillance must occur is as follows: F-level treatment for surface water or groundwater under the direct influence of surface water – 2 visits per year, D-level treatment such as chemical injection or removal of arsenic or nitrate – 1 visit per year, Arsenic bottled water treatment alternative – 1 visit per 3 years. In rare instances, if current staff resources suitably trained to conduct surveillance visits are unavailable, the Grantee may make a written request by June 30 to reduce temporarily the number of surveillance visits to be conducted (described in more detail in the Staff Reference Manual).
10. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply; when there is a confirmed MCL violation; or when a Level 2 Assessment is required at a noncommunity water supply.
11. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well(s) as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the State.
12. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate capacity in accordance with procedures established by the State.
13. Perform at least one post-construction inspection of all new noncommunity water wells for which a permit has been issued. Final inspection and authorization for use of the noncommunity public water supply by the public shall be accomplished in accordance with Act 399 and procedures established by the State.
14. Provide the well owner with notification of the results of the final inspection report and status of compliance and establish the appropriate future monitoring schedule as required in Act 399.

15. Obtain requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and as required in Act 399.
16. Provide technical assistance and program oversight to noncommunity water supply owners and certified drinking water operators.
17. Local entities interested in providing continuing education for certified operators shall:
  - a. Obtain initial prior approval from the State.
  - b. Use the State prepared training modules.
  - c. Distribute and collect evaluation forms from the operators at each session.
  - d. Submit the evaluation forms and participant rosters to the State after each training session is completed.
18. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number for each inventoried noncommunity water supply.
19. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices. Requests for payment shall be submitted upon completion of violation determinations and required WT data entry no later than 15 days following the end of the quarter.
20. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the EGLE laboratory, for compliance monitoring.
21. Local entities interested in performing Source Water Assessments (SWAs) of NTNCWSs shall:
  - a. Participate in an SWA training event hosted by EGLE.
  - b. Utilize the State prepared form and assessment tools.
  - c. Perform an on-site visit and complete the assessment worksheet with the NTNCWS.
  - d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days after the end of each quarter.
22. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Submit completed RTCR spreadsheet to EGLE on a quarterly basis. The additional funding source for RTCR-specific work is available again for fiscal year (FY) 2020.

#### **D. Requirements – State**

The State shall perform the following services including, but not limited to:

1. Provide noncommunity public water supply data and WT data system information upon request of the Grantee.

2. Provide slide presentations and master copies of materials to local entities that conduct certified operator continuing education. Provide “train the trainer” workshops and ongoing assistance as needed.
3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.
4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
6. Provide administrative oversight of the Grantee’s noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee’s noncommunity water supply program relative to meeting the agreement requirements and overall program goals, and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the EGLE Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. Provide materials to designated local entities to be used if they choose to perform SWAs at NTNCWS. Provide training to local entities and ongoing assistance as needed. Complete the SWA by performing final data entry and determining system susceptibility. Return completed assessment to the NTNCWS and local entity.
11. State contact for Source Water Assessments is Mr. Jason Berndt, Environmental Quality Specialist. He may be contacted by telephone at 989-705-3420; by e-mail at BerndtJ1@Michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, 2100 West M-32, Gaylord, Michigan 49735-9282. Completed SWA documentation shall be e-mailed to EGLE-EH@Michigan.gov.
12. State contact for drinking water supply certified operator continuing education is Mr. Scott Schmidt, Environmental Quality Analyst. He may be contacted by telephone at 517-284-5431; by e-mail at SchmidtS@Michigan.gov; or by mail at EGLE-DWEHD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms and participant rosters shall be e-mailed to EGLE-EH@Michigan.gov.
13. State contact for *Program A* is Mr. Dan Dettweiler, Noncommunity Water Supplies Unit Supervisor. He may be contacted by telephone at 517-614-8644; by e-mail at DettweilerD@Michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

## E. Performance/Progress Report Requirements

At the end of each quarter, the Grantee is responsible for quarterly reporting. This includes completion of violation determinations, documentation of enforcement and follow-up actions on violations, sanitary survey updates, and other required WT data entry. Deadline is no later than 15 days following the end of the quarter. After WT data entry is reviewed by the State, a payment request will be processed (see *F. Reimbursement Schedule* below).

## F. Reimbursement Schedule

Program Activity	Allocation Basis	Payment Request
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	E-mail request for payment to address below. <sup>1</sup> Payment subject to EGLE performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports.	Request for payment is included with the Standard Activity request. <sup>2</sup> Additional requests are not required, as this is reviewed on an annual basis as part of the Minimum Program Requirement Review.
Revised Total Coliform Rule (RTCR) Supplemental	Based on active TNCWS & NTNCWS in WT divided into the total amount of \$200,000 designated in the set-aside workplan. This allocation is continued for FY 20.	Request for payment is included with the Standard Activity request. <sup>2</sup>
Local Assistance—Capacity Development and Source Water Assessment (LA MAX)	Capacity Development—Service based on \$150 per completed assessment for new NTNCWS.	Capacity Development—E-mail request for payment and submit WT report of completed capacity assessments to address below. <sup>3</sup>
	Source Water Assessments—Service based on \$100 per completed SWA for NTNCWS when a SWA has not been completed and reimbursed within the last five years.	Source Water Assessments—E-mail the assessment worksheets as they are completed to address below. <sup>4</sup>
	Allocation for LA MAX is identified on the Program A Allocation schedule. This allocation is the maximum amount a local entity can be reimbursed for Capacity Development and Source Water Assessments combined.	

<sup>1</sup> E-mail requests for payment to [EGLE-WATERTRACK@Michigan.gov](mailto:EGLE-WATERTRACK@Michigan.gov) within 15 days after the end of each quarter.

<sup>2</sup> This payment is inventory-based. The one-time payment will be included with, or after, the second quarter's standard amount payment allocation.

<sup>3</sup> Capacity Development for new NTNCWS reimbursement is prompted by an e-mail to EGLE-WATERTRACK@Michigan.gov within 15 days after the end of each quarter. The e-mail must include the water supply serial number of new NTNCWS facility that has demonstrated adequate technical, managerial, and financial capacity. Service is reimbursed quarterly.

<sup>4</sup> Source Water Assessment reimbursement is prompted by an e-mail documenting the NTNCWS facility and date the SWA was performed. E-mail completed worksheet to EGLE-EH@Michigan.gov as they are completed, but no later than 15 days after the end of each quarter. Payment subject to EGLE performance review verification. Service is reimbursed quarterly.

Each Quarterly payment will be made by the State upon the Grantee's fulfillment of its responsibilities under this agreement.

### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of those records.

**PROGRAM A - ALLOCATION SCHEDULE**  
**NONCOMMUNITY WATER SUPPLY**  
**OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

LOCAL ENTITY	TN	NT	STANDARD AMOUNT	PER QUARTER STD PAYMT	BW	D	F	OPER ASST	RTCR ONE TIME PAYMENT	CONTRACT AMOUNT	LA MAX (as requested)
Allegan	201	46	\$ 53,711	\$ 13,428		7		\$ 1,531	\$ 5,336	\$ 60,578	\$ 2,750
Barry-Eaton	215	37	\$ 51,651	\$ 12,913		5		\$ 1,094	\$ 5,444	\$ 58,189	\$ 2,300
Bay	9	0	\$ 1,426	\$ 356				\$ -	\$ 194	\$ 1,620	\$ 250
Benzie-Leelanau	180	21	\$ 38,501	\$ 9,625		14		\$ 3,063	\$ 4,342	\$ 45,906	\$ 1,250
Berrien	108	15	\$ 24,241	\$ 6,060		2		\$ 438	\$ 2,657	\$ 27,336	\$ 900
Branch-Hillsdale-St. Joseph	200	37	\$ 49,275	\$ 12,319		12		\$ 2,625	\$ 5,120	\$ 57,020	\$ 2,300
Calhoun	112	30	\$ 32,005	\$ 8,001		1		\$ 219	\$ 3,068	\$ 35,291	\$ 1,850
Central Michigan	542	76	\$ 121,999	\$ 30,500		10		\$ 2,188	\$ 13,351	\$ 137,537	\$ 4,550
Chippewa	115	8	\$ 22,023	\$ 5,506		0	1	\$ 938	\$ 2,657	\$ 25,618	\$ 450
Delta-Menominee	78	14	\$ 19,013	\$ 4,753		2	1	\$ 1,375	\$ 1,987	\$ 22,375	\$ 800
Dickinson-Iron	39	4	\$ 8,080	\$ 2,020				\$ -	\$ 929	\$ 9,009	\$ 350
District No. 2	291	23	\$ 57,038	\$ 14,260		1		\$ 219	\$ 6,783	\$ 64,040	\$ 1,350
District No. 4	276	22	\$ 54,186	\$ 13,547		2		\$ 438	\$ 6,438	\$ 61,062	\$ 1,250
District No. 10	837	86	\$ 173,492	\$ 43,373		8		\$ 1,750	\$ 19,940	\$ 195,181	\$ 5,250
Genesee	293	59	\$ 74,467	\$ 18,617	2	37		\$ 8,292	\$ 7,604	\$ 90,363	\$ 3,550
Grand Traverse	112	17	\$ 25,826	\$ 6,456		1		\$ 219	\$ 2,787	\$ 28,831	\$ 1,050
Huron	76	9	\$ 16,319	\$ 4,080		3	2	\$ 2,531	\$ 1,836	\$ 20,687	\$ 450
Ingham	79	24	\$ 23,924	\$ 5,981		1		\$ 219	\$ 2,225	\$ 26,368	\$ 1,500
Ionia	86	20	\$ 23,132	\$ 5,783		1		\$ 219	\$ 2,290	\$ 25,641	\$ 1,250
Jackson	179	33	\$ 44,046	\$ 11,012				\$ -	\$ 4,580	\$ 48,626	\$ 2,050
Kalamazoo	156	25	\$ 36,600	\$ 9,150		4		\$ 875	\$ 3,910	\$ 41,385	\$ 1,600
Kent	280	49	\$ 67,654	\$ 16,913		6		\$ 1,313	\$ 7,107	\$ 76,074	\$ 2,950
Lapeer	221	17	\$ 43,096	\$ 10,774	1	4		\$ 974	\$ 5,141	\$ 49,211	\$ 1,050
Lenawee	137	26	\$ 34,065	\$ 8,516		1		\$ 219	\$ 3,521	\$ 37,805	\$ 1,600
Livingston	270	118	\$ 98,867	\$ 24,717	1	24		\$ 5,349	\$ 8,382	\$ 112,597	\$ 7,200
LMAS	249	13	\$ 45,631	\$ 11,408		7		\$ 1,531	\$ 5,660	\$ 52,822	\$ 800
Macomb	66	17	\$ 18,537	\$ 4,634		7		\$ 1,531	\$ 1,793	\$ 21,862	\$ 1,050
Marquette	45	12	\$ 12,834	\$ 3,208		4		\$ 875	\$ 1,231	\$ 14,940	\$ 800
Midland	23	7	\$ 6,971	\$ 1,743		2		\$ 438	\$ 648	\$ 8,057	\$ 450
Mid-Michigan	255	38	\$ 58,464	\$ 14,616		3		\$ 656	\$ 6,330	\$ 65,450	\$ 2,300
Monroe	77	5	\$ 14,576	\$ 3,644		4		\$ 875	\$ 1,771	\$ 17,223	\$ 350
Muskegon	166	21	\$ 36,283	\$ 9,071				\$ -	\$ 4,040	\$ 40,323	\$ 1,250
NWMCHA	401	71	\$ 97,282	\$ 24,321		2		\$ 438	\$ 10,197	\$ 107,916	\$ 4,350
Oakland	542	144	\$ 154,321	\$ 38,580		35		\$ 7,656	\$ 14,820	\$ 176,796	\$ 8,800
Ottawa	169	31	\$ 41,511	\$ 10,378		3		\$ 656	\$ 4,321	\$ 46,488	\$ 1,950
Saginaw	32	5	\$ 7,447	\$ 1,862				\$ -	\$ 799	\$ 8,246	\$ 350
Saint Clair	80	4	\$ 14,576	\$ 3,644			1	\$ 938	\$ 1,815	\$ 17,329	\$ 350
Sanilac	55	10	\$ 13,467	\$ 3,367		2	1	\$ 1,375	\$ 1,404	\$ 16,247	\$ 700
Shiawasee	106	22	\$ 27,252	\$ 6,813	1	4		\$ 974	\$ 2,765	\$ 30,991	\$ 1,250
Tuscola	73	10	\$ 16,319	\$ 4,080				\$ -	\$ 1,793	\$ 18,112	\$ 700
Van Buren-Cass	210	24	\$ 44,680	\$ 11,170		2		\$ 438	\$ 5,055	\$ 50,173	\$ 1,500
Washtenaw	184	46	\$ 51,018	\$ 12,754	1	8		\$ 1,849	\$ 4,969	\$ 57,835	\$ 2,750
Wayne	11	1	\$ 2,218	\$ 555				\$ -	\$ 259	\$ 2,477	\$ 250
Western Upper Peninsula	121	4	\$ 21,073	\$ 5,268			6	\$ 5,625	\$ 2,700	\$ 29,398	\$ 350
<b>TOTAL</b>	<b>7957</b>	<b>1301</b>	<b>\$ 1,879,098</b>	<b>\$ 469,775</b>	<b>6</b>	<b>229</b>	<b>12</b>	<b>\$ 61,938</b>	<b>\$ 200,000</b>	<b>\$ 2,141,036</b>	<b>\$ 80,150</b>

**Allocation Amounts**

\$ 158.44	<b>2020 Fiscal Year Reimbursement per Unit</b>
\$ 98.96	BW = Number of systems under Arsenic bottled water agreement
\$ 218.75	D = Number of systems with limited treatment classification at D level
\$ 937.50	F = Number of systems with complete treatment classification at F level (2x amt for LT2 review in FY20)
\$ 21.60	RTCR one time payment per system allocation
\$ 100.00	SWA = (Source Water Assessments Allocation) = NT*38%; \$100 minimum for active local entities
\$ 150.00	CAP DEV (Capacity Development Allocation) = NT*15%; \$150 minimum for active local entities

9258 Total Active Systems in WaterTrack as of: 10/10/2019

TN = Transient Noncommunity System NT = Nontransient Noncommunity System

Standard Amount Calculation = (Transient Systems)\*(3xNontransient Systems)\*Fiscal Year Reimbursement per Unit

Operator Assistance Calculation = BW Allocation + D Allocation + F Allocation

Contract Amount = Standard Amount + Operator Assistance + RTCR ONE TIME PAYMENT

LA MAX = Local Assistance Capacity Development Maximum Allocation (as requested) = SWA + CAP DEV

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
DRINKING WATER LONG-TERM MONITORING PROGRAM  
PROGRAM B  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work for drinking water long-term monitoring. Funding is approved under Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be reimbursed at a rate of \$40 for each water well sampled per sample event and associated work. The State will also reimburse the Grantee for all reasonable costs associated with transmitting the water samples/forms to the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water Laboratory (Laboratory). The agreement amount maximum is provided in the Program B Allocation Schedule. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee shall perform the following services including, but not limited to:

1. Provide qualified staff for completion of all of the required activities.
2. Collect samples from the drinking water wells identified by the State on the Drinking Water Monitoring List (List). The samples must be collected within the sample collection period prescribed by the State while maintaining a minimum time period between collections. The minimum time periods between collections are as follows:

<b>MONITORING PERIOD</b>	<b>MINIMUM TIME BETWEEN COLLECTIONS</b>
Quarterly (3 months)	1 month
Triannual (4 months)	2 months
Semiannual (6 months)	3 months
Annual (1 year)	6 months
Biennial (2 years)	12 months

3. To ensure that data is available to determine funding needs for the next fiscal year (FY), the following minimum sample collections are to be collected prior to July 1, 2020:
  - All samples listed as an annual collection event.
  - At least one round of samples listed as semiannual.
  - At least one round of samples listed as triannual.
  - At least two rounds of samples listed as quarterly.

If Grantee's schedule does not allow for this minimum sample collection timetable, please contact the EGLE, Source Water Unit, Contamination Investigation Program (SWU CIP) designated representative.

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under Program B will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the internet at [https://www.michigan.gov/egle/0,9429,7-135-3307\\_4131\\_4155---,00.html](https://www.michigan.gov/egle/0,9429,7-135-3307_4131_4155---,00.html) or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.
7. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users, if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within six (6) weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see "EGLE CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective EGLE, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other EGLE program staff as directed by SWU CIP staff.

#### **D. Requirements – State**

The State shall perform the following services including, but not limited to:

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Provide assistance to the Grantee in drafting health advisory letters.
3. Provide instruction to the Grantee staff on sample collection protocol when requested.
4. Provide the Grantee with changes for any Site in the long-term drinking water monitoring program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.
5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the SWU CIP designated representative on a quarterly basis. The program contact person is Mr. Matt Gamble, who may be reached at 517-897-1508; at [GambleJ1@Michigan.gov](mailto:GambleJ1@Michigan.gov); or at EGLE – Contamination Investigation, P.O. Box 30817, Lansing, Michigan 48909-8311.



6. Provide any report forms and reporting formats required by the State at the effective date of this agreement, and with any new report forms and reporting formats proposed for issuance thereafter, at least 90 days prior to required usage, to afford the Grantee an opportunity for review and comment.
7. Assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than ten (10) years from the date of termination, the date of submission of the final expenditure report, or until audit findings have been resolved.

#### **E. Performance/Progress Report Requirements**

The Grantee shall adhere to the terms and conditions of this agreement as demonstrated by appropriate reports, records, and documentation maintained by the Grantee. Reports shall include a list of water wells sampled by Site name and date along with total payment requested, including postage, and copies of the advisory letters if not previously provided.

#### **F. Reimbursement Schedule**

Reimbursement may be requested on a quarterly basis by submittal of required reports and request for payment. The final payment for the FY will be made by the State upon the grantee's fulfillment of its responsibilities under this agreement.

All requests for payment must be submitted to the SWU CIP designated representative (see *D. Requirements – State*, Number 5) no later than Thursday, October 2, 2020, to allow time for processing before the State's FY end closing.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of the records.

**PROGRAM B - ALLOCATION SCHEDULE  
DRINKING WATER LONG-TERM MONITORING PROGRAM  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

<b>GRANTEE</b>	<b>NO. OF COUNTIES</b>	<b>ALLOCATION</b>
Allegan	1	\$ 3,500.00
Barry-Eaton District	2	\$ 4,000.00
Bay	1	\$ -
Benzie-Leelanau District	2	\$ 500.00
Berrien	1	\$ 800.00
Branch-Hillsdale-St. Joseph	3	\$ 1,400.00
Calhoun	1	\$ 2,600.00
Central Michigan	6	\$ 3,000.00
Chippewa	1	\$ -
Delta-Menominee	2	\$ -
Detroit, City of - Dept. of Health & Wellness	0	\$ -
Dickinson-Iron	2	\$ 100.00
District No. 2	4	\$ 3,500.00
District No. 4	4	\$ 2,800.00
District No. 10	10	\$ 4,700.00
Genesee	1	\$ 1,000.00
Grand Traverse	1	\$ 500.00
Huron	1	\$ 600.00
Ingham	1	\$ 1,100.00
Ionia	1	\$ 500.00
Jackson	1	\$ 500.00
Kalamazoo	1	\$ 3,500.00
Kent	1	\$ 1,600.00
Lapeer	1	\$ 200.00
Lenawee	1	\$ 500.00
Livingston	1	\$ 12,000.00
Luce-Mackinac-Alger-Schoolcraft	4	\$ 100.00
Macomb	1	\$ 1,200.00
Marquette	1	\$ 100.00
Midland	1	\$ 1,800.00
Mid-Michigan District	3	\$ 2,300.00
Monroe	1	\$ 500.00
Muskegon	1	\$ 2,500.00
Northwest Michigan Community Health Agency	4	\$ 6,500.00
Oakland	1	\$ 32,000.00
Ottawa	1	\$ 900.00
Saginaw	1	\$ 1,000.00
Saint Clair	1	\$ 100.00
Sanilac	1	\$ 200.00
Shiawassee	1	\$ 3,000.00
Tuscola	1	\$ 2,000.00
Van Buren-Cass	2	\$ 3,000.00
Washtenaw	1	\$ 11,000.00
Wayne	1	\$ -
Western Upper Peninsula	5	\$ 300.00
<b>Total</b>	<b>83 (+ 1 City)</b>	<b>\$ 117,400.00</b>

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
GREAT LAKES BEACH MONITORING PROGRAM REQUIREMENTS  
PROGRAM C  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of the Great Lakes Beach Monitoring Program (Program C) services required under the Beaches Environmental Assessment and Coastal Health Act (BEACH Act), the Public Health Code, 1978 PA 368, as amended, and Part 4 Water Quality Standards, promulgated under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be paid up to the allocated amount. The allocated amount is based on a formula that includes an allocation per health department and an allocation per beach. The Grantee must use funds to monitor beaches listed in the attached table. The allocated amounts will vary from year to year depending on available funding. The State will reimburse the Grantee for all reasonable costs associated with monitoring beaches according to the Quality Assurance Project Plan (QAPP). All payment requests for services for Great Lakes beaches must be submitted in writing.

**C. Grantee Requirements**

The Grantee shall perform the following services for beaches located along the Great Lakes that are used by the public for recreational use:

1. Obtain user ID and password from the beach monitoring program manager. Identify and update organization information on the EGLE beach monitoring website at [EGLE.State.MI.US/Beach](http://EGLE.State.MI.US/Beach).
2. Identify beaches or similar points of access located along the Great Lakes that are used by the public for recreation. Report location information on the Environment, Great Lakes, and Energy (EGLE) beach monitoring website; information includes location name, location description, waterbody name, waterbody type, site type, if located in a state park, coordinates for latitude and longitude in decimal degrees for the endpoints and center point of each location, an 8-digit hydrological unit code, beach length in meters, the county and township location, facilities available, and optional description of amenities.
3. Notify the city, village, or township in which the beach or point of access is located prior to conducting monitoring activities.
4. Update the QAPP for the beach monitoring program prior to monitoring beaches. The QAPP must be consistent with requirements in the Public Health Code, the Part 4 Water Quality Standards, and the BEACH Act, and must be approved by the

State prior to initiation of monitoring. QAPPs that have been approved and have current approval letters from EGLE will satisfy this requirement.

5. Monitor beaches according to approved QAPP.
6. Beaches will be monitored according to R 323.1062 of the Part 4. Water Quality Standards (WQS) promulgated under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Subrule 62(1) of the WQS states, "All waters of the state protected for total body contact recreation shall not contain more than 130 *Escherichia coli* (*E. coli*) per 100 milliliters (ml), as a 30-day geometric mean. Compliance shall be based on the geometric mean of all individual samples taken during five (5) or more sampling events representatively spread over a 30-day period. Each sampling event shall consist of three (3) or more samples taken at representative locations within a defined sampling area. At no time shall the waters of the state protected for total body contact recreation contain more than a maximum of 300 *E. coli* per 100 ml. Compliance shall be based on the geometric mean of three (3) or more samples taken during the same sampling event at representative locations within a defined sampling area." This rule is consistent with the requirements of the BEACH Act.
7. Beaches may be monitored for *E. coli* with quantitative polymerase chain reaction (qPCR) methods (i.e., Draft Method C). Beach monitoring activities in Michigan are prescribed in R 325.2101-325.2103 that were promulgated by authority of Sections 333.12501 and 333.12541-333.12545 of the Public Health Code, 1978 PA 368, as amended. The position of EGLE is that the implementation of Draft Method C and the qPCR value of 1.863 log<sub>10</sub> copies per reaction for *E. coli* to monitor beaches is consistent with the beach monitoring rules of the Public Health Code. Local health departments are encouraged to begin using Draft Method C and the qPCR value of 1.863 log<sub>10</sub> copies per reaction for *E. coli* to make decisions about whether beaches are safe for swimming.
8. Report the current monitoring plan for each location on the EGLE beach monitoring website. Each monitoring plan will include the start and end dates for the swimming season, and the monitoring season and the frequency that the location will be monitored. Locations can be updated individually or in groups by county. Usually, the sampling events are regularly scheduled throughout the swimming season. EGLE acknowledges that some beaches may have fewer sampling events due to financial limitations.
9. Report location of at least three (3) monitoring points per site on the EGLE beach monitoring website prior to reporting monitoring data. Report results for composite samples or individual samples for *E. coli* and status of beach (open/closed/advisory) within 36 hours of the test or evaluation to EGLE via the website, the city, village, or township in which the site is located, and the owner or operator. The EGLE beach monitoring website can calculate daily geometric means and 30-day geometric means as individual results are reported.
10. Conduct a beach sanitary survey for each location that will be monitored. The USEPA has provided the following beach sanitary survey tools that may be used to conduct an annual or a routine beach sanitary survey: an annual beach sanitary survey form, a routine beach sanitary survey form, a beach sanitary survey database, and a guidance

document. Please contact the program manager for instructions to get this information. It is recommended that a beach sanitary survey also be conducted at non-monitored locations when possible. The sanitary survey will indicate whether beach owners have posted signs that indicate whether the site is monitored or not and where the results can be found if the site is monitored. The Grantee may purchase signs with grant funds that will be posted as described in the Public Health Code for publicly owned beaches. Open stretches of beach or beaches at road ends that are not advertised or posted as public bathing beaches do not need to have signs posted. Notify the beach monitoring program manager, the city, village, or township in which the site is located, and the owner or operator of the beach of the results or findings of the sanitary survey.

11. Report beach sanitary survey results to the EGLE beach monitoring website.
12. EGLE has continued interest in comparing the results of culture-based methods with the results obtained from qPCR methods. If you are interested, please contact the program manager for information.
13. A composite sample can be submitted to a lab for testing instead of three (3) individual samples. This approach has potential to reduce costs thus providing funds that can be used to increase the duration and frequency of monitoring, conduct more sanitary surveys, develop predictive models (Virtual Beach), and perform qPCR methods for comparison of results between culture-based and qPCR methods. Please note that a revised beach monitoring QAPP will be required to include the procedures for composite sampling, predictive models (Virtual Beach), and performing qPCR methods. Please contact the program manager for more information about revising the QAPP. The revised QAPP must be approved prior to conducting these activities.
14. Provide training for staff involved in the Program as necessary to maintain knowledge of current regulations and internal policies and procedures to keep staff informed of technological improvement and advancements as approved by the state.

**Recommended training opportunities:**

- i. 2019 Great Lakes Beach Conference, October 9-11, 2019 with State of the Lake Huron Conference. For more information visit the website: [IAGLR.org/SOL/SOLH19](http://IAGLR.org/SOL/SOLH19).
- ii. March 18-20, 2020, Michigan Environmental Health Association's Annual Education Conference at the Park Place Hotel and Conference Center in Traverse City, Michigan. Hotel block open until February 17, 2020, \$85 for single, \$129.95 for double; reservations 1-231-946-5000. For more information visit the website: [MEHA.net/AEC](http://MEHA.net/AEC).
- iii. April 27, 2020 to May 1, 2020 in Chicago, Illinois, National Workshop on Recreational Waters hosted by USEPA. This workshop is proposed to have no registration fee to attend. Contact Ms. Tracy Bone, Environmental Scientist at USEPA at 202-564-5257; or by email at [Bone.Tracy@EPA.gov](mailto:Bone.Tracy@EPA.gov).
- iv. 2020 Great Lakes Beach Conference, Fall of 2020, Duluth, Minnesota. For more information visit the website: [GreatLakesBeachAssociation.org](http://GreatLakesBeachAssociation.org).

15. Submit a final report to the beach monitoring program manager. The final report shall include a list of monitored beaches, a summary of monitoring results, a summary of beach sanitary survey reports, and a description of the public notification plan, outreach activities, public education effort, and effort to receive public comment about beach monitoring activities.

**D. Requirements of the Department**

1. EGLE will provide and maintain the BeachGuard website for beach monitoring results and notification of beach advisories and closures.
2. EGLE will assist Grantees with their reporting of beach data for the BeachGuard website.

**E. Performance/Progress Report Requirements**

Reimbursement will be based upon the approved requests in writing up to the amount of the allocation schedule in this agreement.

1. Written requests can be submitted on a quarterly basis and will include a narrative description of accomplishments and the amount of reimbursement. A final programmatic report shall be sent to: Surface Water Assessment Section, Water Resources, EGLE, P.O. Box 30458, Lansing, Michigan 48909-7958. The contact person is Ms. Shannon Briggs, who can be reached at 517-290-8249 or by email at BriggsS4@Michigan.gov.
2. The final payment will be made by the State based upon the Grantee's fulfillment of its responsibilities under this agreement.

**F. Reimbursement Schedule**

The Program allocation schedule is attached depicting the funding amount for the services required in this agreement. Quarterly payments will be made by the State upon receipt of approved quarterly reports that include a narrative description of accomplishments and a request for the amount of reimbursement.

**G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the Program activities, as approved by the State. These records shall be made available upon request for audit by the State.

Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of the records.

**APPENDIX C - ALLOCATION SCHEDULE  
GREAT LAKES BEACH MONITORING PROGRAM  
FY 2020 LHD GREAT LAKES BEACHES  
BEACH Act funding available is \$170,000**

<b>GRANTEE</b>	<b>NO. OF COUNTIES</b>	<b>FY20 BEACH ACT ALLOCATION</b>
Allegan	1	\$ 5,000
Barry-Eaton District	2	\$ -
Bay	1	\$ 5,000
Benzie-Leelanau District	2	\$ -
Berrien	1	\$ 9,000
Branch-Hillsdale-St. Joseph District	3	\$ -
Calhoun	1	\$ -
Central Michigan District	6	\$ 8,700
Chippewa	1	\$ 6,800
Delta-Menominee District	2	\$ 5,000
Detroit (agreement between EGLE and DNR)	0	\$ -
Dickinson-Iron District	2	\$ -
District #2	4	\$ 10,500
District #4	4	\$ 8,700
District #10	10	\$ 11,500
Genesee	1	\$ -
Grand Traverse	1	\$ -
Holland, City of	0	\$ -
Huron	1	\$ 9,000
Ingham	1	\$ -
Ionia	1	\$ -
Jackson	1	\$ -
Kalamazoo	1	\$ -
Kent	1	\$ -
Lapeer	1	\$ -
Lenawee	1	\$ -
Livingston	1	\$ -
Luce-Mackinac-Alger-Schoolcraft District	4	\$ 5,000
Macomb	1	\$ 5,000
Marquette	1	\$ -
Marquette (city of Marquette)	1	\$ 5,000
Mid-Michigan District	3	\$ -
Midland	1	\$ -
Monroe	1	\$ 5,000
Muskegon	1	\$ 9,000
Northwest Michigan Community Health Agency	4	\$ 14,570
Oakland	1	\$ -
Ottawa	1	\$ 7,700
Saginaw	1	\$ -
Saint Clair	1	\$ 9,600
Sanilac	1	\$ 5,000
Shiawassee	1	\$ -
Tuscola	1	\$ -
Van Buren/Cass District	2	\$ 5,000
Washtenaw	1	\$ -
*Watershed Center (Grand Traverse & Benzie-Leelanau)	3	\$ 9,000
Wayne	1	\$ 2,500
Western Upper Peninsula District	5	\$ 8,430
	83 (+3 Cities and +1 Nonprofit)	
<b>Total</b>		<b>\$ 170,000.00</b>

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
PUBLIC SWIMMING POOL PROGRAM  
PROGRAM D  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee's jurisdiction in the Public Swimming Pool Program in accordance with Section 12532 of the Public Health Code, 1978 PA 368, as amended.

**B. Program Budget and Agreement Amount**

The Grantee will be paid on an annual basis for work in the Public Swimming Pool Program. The agreement amount is provided in item *F. Reimbursement Schedule* and in Program D *Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction during the calendar year 2019, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have paid the appropriate licensing fees for the calendar year 2019 should be inspected.

The Grantee will review the list of public swimming pools from their jurisdiction provided by the State, as in item *D. Requirements – State*, make modifications and adjustments, and return the list to the address in item *E. Performance/Progress Report Requirements*, within 30 days.

Indoor pools should be inspected during the months of January, February, March, or April 2019 with the exception of public swimming pools located at schools. It is acceptable to inspect pools at schools during September or October 2019. Outdoor pools should be inspected during the operating season of May, June, July, or August 2019. Pool inspections during the months of October, November and December should be avoided as much as possible. In no case should inspections be completed later than December 31, 2019.

Completed inspection reports should be forwarded to the State within 2 to 4 weeks following the inspection, but in no case later than January 11, 2020.

**D. Requirements – State**

By January 29, 2020, the State will provide the Grantee with a list of public swimming pools from their jurisdiction that have paid the license fees and have been inspected for the calendar year 2019. This list is the basis for reimbursement to the Grantee and must be submitted to the State as provided under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is



Mr. Jeremy Hoeh, who may be reached at 517-284-6528; at HoehJ@Michigan.gov; or at EGLE-DWEHD, Environmental Health Section – Swimming Pools, P.O. Box 30817, Lansing, Michigan 48909-8311.

#### **E. Performance/Progress Report Requirements**

Inspection reports and lists from item *D. Requirements – State* should be sent to: EGLE-DWEHD, Environmental Health Section – Swimming Pools, P.O. Box 30817, Lansing, Michigan 48909-8311 or emailed to EGLE-EH@Michigan.gov.

#### **F. Reimbursement Schedule**

The State will reimburse the Grantee on a lump sum basis according to the license criteria listed below for those public swimming pools inspected during the year ending December 31, 2019, by the Grantee's staff or designated representative:

Initial license for a public swimming pool*	\$100.00
License renewal prior to December 31	\$30.00
License renewal after December 31	\$45.00
License renewal after lapse beyond April 30 without a license	\$70.00
*Applies only to those local jurisdictions that are certified by the Department of Environment, Great Lakes, and Energy to conduct the initial inspections.	

Payments will be made for those public swimming pools that have all fees paid in full for the 2019 licensing year and an inspection report dated during the calendar year 2019 has been submitted by January 11, 2020.

#### **G. Accountability**

The State will furnish periodic status reports to each Grantee indicating the number of license applications, fees, and inspection reports received. Please send the State a request for the desired information at any time.

**PROGRAM D - ALLOCATION SCHEDULE  
PUBLIC SWIMMING POOL PROGRAM  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

<b>GRANTEE</b>	<b>NO. OF COUNTIES</b>	<b>NO. POOLS</b>	<b>ALLOCATION</b>
Allegan	1	102 = 3060	\$ 3,060
Barry-Eaton	2	76 = 2280	\$ 2,300
Bay	1	50 = 1500	\$ 1,500
Benzie-Leelanau	2	46 = 1380	\$ 1,600
Berrien	1	188 = 5640	\$ 5,640
Branch-Hillsdale-St. Joseph	3	64 = 1920	\$ 1,200
Calhoun	1	99 = 2970	\$ 2,200
Central Michigan	6	129 = 3870	\$ 3,870
Chippewa	1	33 = 990	\$ 990
Delta-Menominee	2	26 = 780	\$ 780
Detroit, City of - Dept. of Health & Wellness	0	182 = 5460	\$ 3,000
Dickinson-Iron	2	27 = 810	\$ 810
District No. 2	4	41 = 1230	\$ 1,230
District No. 4	4	107 = 3210	\$ 3,100
District No. 10	10	196 = 5880	\$ 5,400
Genesee	1	204 = 6140	\$ 5,400
Grand Traverse	1	110 = 3300	\$ 3,100
Huron	1	27 = 810	\$ 810
Ingham	1	217 = 6510	\$ 5,600
Ionia	1	15 = 450	\$ 450
Jackson	1	73 = 2190	\$ 1,500
Kalamazoo	1	192 = 5760	\$ 5,500
Kent	1	388 = 11640	\$ 11,640
Lapeer	1	25 = 750	\$ 700
Lenawee	1	32 = 960	\$ 800
Livingston	1	76 = 2280	\$ 2,280
Luce-Mackinac-Alger-Schoolcraft	4	91 = 2730	\$ 2,300
Macomb	1	371 = 11130	\$ 11,000
Marquette	1	45 = 1350	\$ 1,350
Midland	1	50 = 1500	\$ 1,400
Mid-Michigan	3	59 = 1770	\$ 1,800
Monroe	1	78 = 2340	\$ 2,340
Muskegon	1	107 = 3210	\$ 3,210
Northwest Michigan Community Health Agency	4	219 = 6570	\$ 6,100
Oakland	1	1001 = 30030	\$ 30,000
Ottawa	1	208 = 6240	\$ 5,800
Saginaw	1	128 = 3840	\$ 3,300
Saint Clair	1	79 = 2370	\$ 2,200
Sanilac	1	10 = 300	\$ 300
Shiawassee	1	19 = 570	\$ 600
Tuscola	1	8 = 240	\$ 240
University of Michigan*	1	3 = 90	\$ -
Van Buren-Cass	2	92 = 2760	\$ 2,300
Washtenaw	1	325 = 9750	\$ 9,800
Wayne	1	650 = 19500	\$ 18,000
Wayne State University	0	2	\$ 100
Western Upper Peninsula	5		\$ 1,100
<b>Total</b>	<b>83 (+ 1 City &amp; 1 Univ)</b>		<b>\$ 177,700</b>

\*University of Michigan does not participate with this.

\*Michigan State University does not participate with this.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
SEPTAGE PROGRAM  
PROGRAM E  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**A. Statement of Purpose**

This agreement is intended to establish a payment schedule to the Local Entity for an initial septage land site inspection, annual land site inspection, septage vehicle inspection, and authorized receiving facility inspection in accordance with Section 324.11716 of Part 117, Septage Waste Servicers, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**B. Program Budget and Agreement Amount**

The Department of Environment, Great Lakes, and Energy (EGLE) will reimburse the Local Entity on an annual lump sum basis according to the following criteria:

Initial inspection of a septage land site (per site)	\$500.00
Annual EGLE authorized "active" land site inspection (per site) includes EGLE authorized septage storage facility inspection	\$430.00
Annual or initial inspection of septage vehicles (per vehicle)	\$50.00
EGLE authorized receiving facility inspection	\$100.00

The payment for a new land application site and new vehicle shall satisfy the annual inspection requirement. The annual payment for land sites will be made for one inspection of each site. Please note that each site may contain more than one unit otherwise known as a "field." The site inspection and reimbursement payment include inspection of the EGLE authorized septage storage facility (if applicable).

Annual payment for septage vehicle inspections will be based on the number of vehicles inspected – one payment only per vehicle.

**C. Requirements – Grantee**

1. The Local Entity shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Local Entity will provide a timely and appropriate response to all violations in a manner described in an EGLE Septage Program document entitled, "Fiscal Year 2020 Enforcement Policy."
2. The Local Entity shall conduct inspections of all EGLE licensed septage land sites and septage vehicles on an annual basis in accordance with Part 117 and as established in a EGLE Septage Program document entitled "Fiscal Year 2020 Compliance Inspection Policy." The Local Entity shall use EGLE's online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by EGLE posted on the Septage Program website.
3. EGLE shall notify the Local Entity to conduct inspections of new land application sites and new vehicles. The Local Entity shall conduct inspections of new land application sites and

new vehicles and submit the material to EGLE's Septage Program within two (2) weeks from the date of receipt of EGLE notification. The inspections are conducted to verify that the new sites, the new septage vehicles, and the servicing methods are in compliance with Part 117. The Local Entity shall use current inspection forms provided by EGLE posted on the Septage Program website. **Payment shall not be made for inspections performed and/or inspection forms submitted more than two (2) weeks from the date the inspection request is sent to the Local Entity by EGLE.**

4. The Local Entity shall conduct annual inspections of all EGLE authorized septage receiving facilities in their jurisdiction using current inspection forms provided by EGLE.
5. The Local Entity shall conduct inspections of all EGLE authorized septage storage facilities on an annual basis. The Local Entity shall use current inspection forms provided by EGLE posted on the Septage Program website.
6. The Local Entity shall submit inspection tracking reports on a quarterly basis using the form provided by EGLE. The inspection forms shall be submitted along with the quarterly report form unless previously submitted. These and other program forms can be downloaded by clicking on *Health Department Information* located under *Downloads* on the Septage Program website at Michigan.gov/EGLESeptage.
7. The Local Entity shall **complete all inspections no later than August 31, 2020** and shall **submit the Request for Payment (RFP) to the Septage Program no later than September 15, 2020.**
8. The Local Entity shall make the RFP in writing and include an alphabetical list of all licensed septage businesses and inspection dates of the inspections made within their jurisdiction using the Septage Program Quarterly Report form posted on the program website described below.

Inspection requirement details are outlined in the document entitled, "Fiscal Year 2020 Compliance Inspection Policy." This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on *Health Department Information* located under *Downloads*.

#### **D. Requirements – State**

EGLE shall provide a current list of permitted land application sites by jurisdiction. This information is available by clicking on *Septage Haulers Directory* located under *Online Services* on the program website and searching by county.

1. EGLE shall provide up to date license application materials on the program website available under *Downloads*.
2. EGLE shall perform a one time, detailed review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the Local Entity for inspection.
3. EGLE shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on *Health Department Information* or *Land Application Information* located under *Program Forms/Downloads*. The inspection forms include:

- a. Existing Land Site Inspection Form (EQP5900);
  - b. New Land Site Inspection Form (EQP5970);
  - c. Cropping Plan Form (EQP5928);
  - d. Vehicle Inspection PDF Fillable Form (EQP5901);
  - e. Receiving Station Inspection Form (EQP5911);
  - f. Storage Facility Checklist (EQP5966).
4. EGLE shall make available quarterly inspection status report forms. These forms can be downloaded from the program website by clicking on *Health Department Information* located under *Program Forms/Downloads*.
  5. EGLE will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Local Entity. EGLE will make available detailed land application record review and inspection resources necessary to assist the Local Entity in their consideration of cropping plans for existing sites within their respective jurisdictions.
  6. EGLE will provide resources, technical assistance, regional training, and program support as requested by the Local Entity. These resources include the Guidance Manual for the Land Application of Septage Waste which can be downloaded from the program website. It can be accessed by clicking on *Land Application Information* under *Program Forms/Downloads*.
  7. EGLE shall provide program updates and information via the program website's *Septage Program FAQ's* (Frequently Asked Questions) and informational mailings. The Local Entity will be copied on memos and letters issued to licensed septage businesses.

#### **E. Performance/Progress Report Requirements**

Quarterly reports and year-end RFP submissions should be sent to: EGLE, Drinking Water and Environmental Health Division, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. The contact person is the Septage Program Registration Technician, Mr. Matthew Rockhold, who can be reached at 517-284-6540 or RockholdM@Michigan.gov.

#### **F. Reimbursement Schedule**

Reimbursement will be based upon the remittance of standardized information in a spreadsheet format summarizing inspections performed and the remittance of the appropriate checklists referenced above (EQP5900, EQP5901, and EQP5911).

The annual payment will be made by the State upon receipt of the RFP from the Local Entity and based upon the Local Entity's fulfillment of its responsibilities under this agreement. The RFP and inspection checklist copies are due by September 15, 2020. The reimbursement request should be sent to: EGLE, Drinking Water and Environmental Health Division, Administration Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

## **G. Accountability**

The Local Entity shall maintain adequate accounting and employee activity records to reflect that all funding granted under this agreement have been expended for the Program activities, as approved by the State. These records shall be made available upon request for audit by the State.

Records will be retained by the Local Entity until an audit has been completed by the State, or permission has been granted by the State, to dispose of the records.

**PROGRAM E - ALLOCATION SCHEDULE  
SEPTAGE PROGRAM  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

<b>GRANTEE</b>	<b>CONTRACT AMOUNT</b>
Allegan	\$ 2,700.00
Barry-Eaton	\$ 1,800.00
Bay	\$ 550.00
Benzie-Leelanau	\$ 3,700.00
Berrien	\$ 2,300.00
Branch-Hillsdale-St. Joseph	\$ 2,750.00
Calhoun	\$ 2,300.00
Central Michigan (6 counties)	\$ 8,800.00
Chippewa	\$ 3,200.00
Delta-Menominee	\$ 4,300.00
Dickinson-Iron	\$ 500.00
District No. 2 (4 counties)	\$ 3,400.00
District No. 4 (4 counties)	\$ 7,300.00
District No. 10 (10 counties)	\$ 12,000.00
Grand Traverse	\$ 900.00
Health Department of Northwest Michigan (4 counties)	\$ 10,000.00
Huron	\$ 3,000.00
Ionia	\$ 500.00
Jackson	\$ 1,200.00
Lenawee	\$ 1,850.00
Livingston	\$ 1,600.00
Luce-Mackinac-Alger-Schoolcraft (4 counties)	\$ 2,550.00
Macomb	\$ 800.00
Marquette	\$ 1,800.00
Midland	\$ 650.00
Mid-Michigan (3 counties)	\$ 6,300.00
Monroe	\$ 2,700.00
Muskegon	\$ 2,100.00
Oakland	\$ 3,500.00
Ottawa	\$ 1,900.00
Saginaw	\$ 2,650.00
Saint Clair	\$ 2,200.00
Shiawassee	\$ 1,700.00
Tuscola	\$ 200.00
Van Buren-Cass	\$ 3,650.00
Washtenaw	\$ 1,000.00
Wayne	\$ 1,800.00
Western Upper Peninsula (5 counties)	\$ 1,800.00
<b>Total</b>	<b>\$ 111,950.00</b>

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
CAMPGROUND PROGRAM  
PROGRAM H  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of annual campground inspections in accordance with Part 125 of the Public Health Code, 1978 PA 368, as amended (Part 125).

This agreement is also intended to establish responsibilities for both the Grantee and the State in the conduct of issuing temporary campground licenses in accordance with Part 125.

Funding is approved under Section 12510 of Part 125.

**B. Program Budget and Agreement Amount**

The Grantee will be reimbursed on an annual basis for the annual inspection of licensed campgrounds. The agreement amount is provided in item *F. Reimbursement Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

The Grantee will reimburse the State on an annual basis for the state license fees collected for temporary campground licenses issued during the year by the Grantee's staff or designated representative. The agreement amount is provided in item *F. Reimbursement Schedule*. The State requests for reimbursement are as described in item *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all currently licensed campgrounds under its jurisdiction and complete a state-provided *Campground Inspection Report* (Form EQP1715 and Supplement Form EQP1715-1). The Grantee will also investigate complaints and provide compliance assistance to campground owners.

All licensed campgrounds should be inspected when they are open from April through September. Completed inspection reports shall be forwarded to the State within 2 to 4 weeks following the inspection, but in no case no later than the end date of this contract, September 30, 2020.

The Grantee will collect state license fees for temporary campgrounds within its jurisdiction in accordance with the current fee schedule as printed on the application (Form EQP1717). The Grantee will issue or deny the temporary campground license and forward a copy of the approved or denied license to the State. Licenses shall be forwarded to the State within 2 to 4 weeks after the licensing period, but in no case no later than the end date of this contract, September 30, 2020.

The Grantee will review the Annual Campground Inspection List and the Temporary Campground List provided by the State, edit as needed, and return the list to the State within 30 days.



#### **D. Requirements – State**

By January 31, 2020, the State will provide the Grantee with a list of their annual campground inspections for the year ending September 30, 2019. The State will provide the Grantee a 30-day period to edit the list as needed.

By March 1, 2020, the State will provide the Grantee with a list of issued temporary campground licenses for the year ending September 30, 2019. The State will provide the Grantee a 30-day period to edit the list as needed.

Upon issuance, the State will provide a copy of every campground license to the Grantee. A list of licensed campgrounds will be updated monthly on the Campground Program webpage at [Michigan.gov/EGLECampgrounds](http://Michigan.gov/EGLECampgrounds) for review.

The State will provide technical assistance as requested and periodic oversight to the Grantee relative to campground compliance issues.

The contact person is Ms. Sarah Rottiers, who may be reached at 517-284-6520; or [RottiersS@Michigan.gov](mailto:RottiersS@Michigan.gov); or at EGLE, Drinking Water and Environmental Health Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

#### **E. Performance/Progress Report Requirements**

Inspection reports, issued temporary campground licenses, and reviewed/edited lists shall be sent to: EGLE, Drinking Water and Environmental Health Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311 or scan and E-mail to [EGLE-EH@Michigan.gov](mailto:EGLE-EH@Michigan.gov).

#### **F. Reimbursement Schedule**

The State will reimburse the Grantee \$25 for each annual inspection of licensed campgrounds conducted by the Grantee's staff or designated representative during the year ending September 30, 2020.

The State will send an invoice to collect the state temporary campground license fees, less the \$25 portion of the fee, intended for the Grantee for the temporary campground licenses issued by the Grantee's staff or designated representative during the year ending September 30, 2019.

#### **G. Accountability**

The State's Campground Program shall function as a technical resource to health department staff and campground owners. As needed, the State will provide to the Grantee status reports indicating annual inspection reports received, temporary licenses received, the program fee schedule, and other program guidance.

The Grantee shall maintain adequate accounting and inspection forms to reflect that funding granted under this agreement has been expended for the Program activities. Annual inspection reports and temporary campground licenses shall be submitted to the State within 2 to 4 weeks of completion or sooner when possible.

**PROGRAM H - ALLOCATION SCHEDULE  
CAMPGROUND PROGRAM  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

<b>GRANTEE</b>	<b>NO. OF COUNTIES</b>	<b>CO. OF CGs</b>	<b>ALLOCATION</b>
Allegan	1	29	\$ 725.00
Barry-Eaton	2	32	\$ 800.00
Bay	1	8	\$ 200.00
Benzie-Leelanau	2	30	\$ 750.00
Berrien	1	18	\$ 450.00
Branch-Hillsdale-St. Joseph	3	62	\$ 1,550.00
Calhoun	1	13	\$ 325.00
Central Michigan	6	95	\$ 2,375.00
Chippewa	1	26	\$ 650.00
Delta-Menominee	2	23	\$ 575.00
Detroit, City of - Dept. of Health & Wellness	1 (city)	1	\$ 25.00
Dickinson-Iron	2	24	\$ 600.00
District No. 2	4	56	\$ 1,400.00
District No. 4	4	56	\$ 1,400.00
District No. 10	10	238	\$ 5,950.00
Genesee	1	9	\$ 225.00
Grand Traverse	1	22	\$ 550.00
Huron	1	29	\$ 725.00
Ingham	1	9	\$ 225.00
Ionia	1	10	\$ 250.00
Jackson	1	29	\$ 725.00
Kalamazoo	1	8	\$ 200.00
Kent	1	18	\$ 450.00
Lapeer	1	18	\$ 450.00
Lenawee	1	17	\$ 425.00
Livingston	1	10	\$ 250.00
Luce-Mackinac-Alger-Schoolcraft	4	78	\$ 1,950.00
Macomb	1	4	\$ 100.00
Marquette	1	19	\$ 475.00
Midland	1	8	\$ 200.00
Mid-Michigan	3	28	\$ 700.00
Monroe	1	16	\$ 400.00
Muskegon	1	21	\$ 525.00
Northwest Michigan Community Health Agency	4	50	\$ 1,250.00
Oakland	1	19	\$ 475.00
Ottawa	1	22	\$ 550.00
Saginaw	1	8	\$ 200.00
Saint Clair	1	16	\$ 400.00
Sanilac	1	12	\$ 300.00
Shiawassee	1	9	\$ 225.00
Tuscola	1	10	\$ 250.00
Van Buren-Cass	2	53	\$ 1,325.00
Washtenaw	1	12	\$ 300.00
Wayne	1	6	\$ 150.00
Western Upper Peninsula	5	41	\$ 1,025.00
<b>Totals</b>	<b>83 (+ 1 City)</b>	<b>1,322</b>	<b>\$ 33,050.00</b>

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE)  
MATERIALS MANAGEMENT DIVISION  
MEDICAL WASTE REGULATORY PROGRAM**

**PROGRAM I  
OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020**

**A. Statement of Purpose**

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee's jurisdiction under a pilot inspection program for the Medical Waste Regulatory Program (MWRP) in accordance with the Medical Waste Regulatory Act (MWRA), Part 138 of the Michigan Public Health Code, 1978 PA 368, as amended and associated Administrative Rules.

**B. Program Budget and Agreement Amount**

The State will reimburse the Grantee on a lump sum basis up to the total Grant amount according to the following:

ACTIVITY	AMOUNT
<p>A. Performance of follow-up remotely from workstation or perform a second inspection on-site at facilities inspected in prior years that have failed to register, don't have appropriate paper records on file, or may have failed to comply with any other noted violation as required.</p> <p>Also, provide a 45-day deadline to facilities to comply and refer continued noncompliance more than the 45-day compliance deadline to EGLE staff at the discretion of the LHD.</p>	<p>I. \$50 for any 'no site visit' contact consultations (mail, phone, etc.) and documentation of compliance verification or referral to EGLE as indicated for continued failure to comply. (*see below)</p> <p>II. \$100 for a follow-up site visit (announced or unannounced) and documentation of compliance verification or referral to EGLE as indicated for continued noncompliance. (*see below)</p>
	<p>*This activity will not be performed by the Western Upper Peninsula Health Department as they are new participants in FY 2020 and this activity is not applicable for this LHD.</p>

<p>B. Identification and compliance inspections of new producing facilities that are not registered as required.</p>	<p>\$100 per facility.</p>
<p>C. Outreach and recruitment of new community service-based sharps collection programs for Michigan residents. This would include recruitment and operation of a sharps disposal program in your area for residents.</p>	<p>\$300 per successful establishment of each new program and subsequent relay of program specifics to EGLE for addition to the EGLE program website.</p>
<p>D. Inspection of any type of registered facility to be randomly selected from an entire listing of both small producers and large producers provided by EGLE. LHDs will receive the most current information from L2K for all facilities registered in the district.</p> <p>These will be, separate, comprehensive listings that will be updated as needed on a periodic basis or at the request of LHD staff.</p>	<p>\$100 per inspection of a small, low-volume generator, and \$250 per inspection of a large, high volume generator.</p>
<p>E. Initial response to incident or complaint allegations, including visiting the site, gathering information, taking photos, and remediation if verified. If complexity exceeds the abilities of the inspector to remediate, or has potential to be controversial in nature, referral of all collected information should be made to EGLE program staff.</p> <p><b><i>This activity requires prior authorization from EGLE and/or may be performed due to a request initiated by EGLE to the LHD.</i></b></p>	<p>\$250 per response activity, to include gathering necessary information, evidence collection, and follow-through to contain any risks to public health or the environment if possible, prior to referral to EGLE program staff as needed. This activity is solely reactive in nature and performed on an as needed basis not to exceed the total allocation allotment for each participating LHD.</p>

<p>F. Presentations to and/or training of professional organizations representing any type of medical waste producer and profession regarding the requirements of the Medical Waste Regulatory Act and Rules. Examples would include the Michigan Veterinary Association, Michigan Funeral Directors Association, Michigan Health and Hospital Association, etc. This list is not all-inclusive.</p> <p><b><i>This activity requires prior authorization from EGLE.</i></b></p>	<p>\$200 per training activity and documentation verifying completion, such as emails, copies of the presentation, names of participants, etc. Up to 10 presentations may be given not to exceed \$2,000 for all participating LHDs.</p>
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### C. Requirements – Grantee

1. The Grantee's activities may vary by jurisdiction and will be limited to the requirements contained in this agreement not to exceed maximum allocation limit. Activities A-F may be performed in any combination to meet the allocation limitation, at the discretion of each participating LHD. Activities E and F require consultation and approval from EGLE prior to engaging in remediation of a complaint or incident report or doing a presentation or training of a professional organization.
2. The Grantee will designate staff person(s) to be trained and to conduct the activities described under this agreement.
3. Grantee shall be provided with a complete, current listing of all facilities or businesses that are both in their jurisdiction and registered as medical waste producers in their respective jurisdiction. This listing will be used by the Grantee to perform identification of unregistered facilities and applicable compliance activities as described under this agreement.
7. Inspection of any facility (except as noted under Activity E) shall be at the Grantee's discretion and may be scheduled or unscheduled.
8. The activities above shall be performed in accordance with the addendum to the *2020 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I*.
9. Activities shall be performed by May 31, 2020.
10. Grantee shall notify the State of facilities described above that were found to not be medical waste producers with all other materials required for verification and allocation. The grantee shall also notify EGLE of follow-up inspections of facilities that were inspected in previous years that failed to comply with registration and other noted compliance requirements within a 45-day period.
11. The Grantee shall submit copies of all completed inspection reports, and documentation of any other activities sufficient for verification of fund allocation as described in the addendum to the *2020 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I*, to the State by no later than June 30, 2020, for reimbursement.

#### **D. Requirements – State**

1. The State shall provide the current inspection form, “Medical Waste Producing Facility Inspection Report” (EQP1756), initial registration applications, and reference materials for the MWRP on the State website.
2. The State will provide any necessary guidance or training to the Grantee’s designated staff person(s) upon request regarding any of the activities described above.
3. EGLE will, upon request, provide sample presentations for use by LHDs as described under Activity F, or the LHD may develop their own presentation and reference documents for use in this activity.
3. The State shall provide updated listings of all registered generators of medical waste as noted under Section D to each participating Grantee initially and upon request to ensure information is current for all related activities above.
4. The State will provide technical assistance and periodic oversight to the Grantee relative to medical waste issues when requested. The program contact person is Mr. Andrew Shannon, who may be reached at 517-230-9800; at ShannonA1@Michigan.gov; or at Department of Environment, Great Lakes, and Energy, Materials Management Division, Medical Waste Regulatory Program, Grand Rapids District Office, 350 Ottawa Avenue NW, 6th Floor #10, Grand Rapids, Michigan 49503. If Mr. Shannon is unavailable, please contact Ms. Rhonda Oyer, Solid Waste Section Manager, at 517-897-1395 or via email at OyerR@Michigan.gov.

#### **E. Performance/Progress Report Requirements**

1. The submittal of completed inspection reports and/or documentation of other activities completed by the Grantee separated by activity type shall be sufficient documentation of activities performed under this pilot program.
2. The State and Grantee agree to meet to conduct a joint evaluation of whether the pilot program demonstrated that contracting with local health departments can increase the effectiveness of EGLE and the MWRP in terms of increasing the number of active facility registrations and overall compliance, providing educational outreach, improving customer service, and/or other factors that the State and Grantee determine will assist with the evaluation.

#### **F. Reimbursement Schedule**

Following the completion of the activities on May 31, 2020, the Grantee shall submit a single request for payment, including all completed inspection report forms and/or sufficient documentation of other activities by type by June 30, 2020, to EGLE, Materials Management Division, Medical Waste Regulatory Program, Grand Rapids District Office, 350 Ottawa Avenue NW, 6th Floor #10, Grand Rapids, Michigan 49503. Alternatively, the requests and required documentation may be sent electronically to the Medical Waste mailbox at MedicalWaste@Michigan.gov.

#### **G. Accountability**

Inspection reports and any other verification documents as described in the *2020 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I*, will be retained by the Grantee until submitted to the State. Referrals to EGLE as described in the Activities above will be submitted as needed.

**FY 20 ALLOCATION SCHEDULE - MEDICAL WASTE PROGRAM: APPENDIX I**

<b>GRANTEE</b>	<b>GRANT FEE ALLOCATION</b>
Barry-Eaton	\$ 5,000.00
Branch-Hillsdale-St Joseph	\$ 5,000.00
District No. 2	\$ 5,000.00
District No. 10	\$ 5,000.00
Kent	\$ 10,000.00
Livingston	\$ 5,000.00
Mid-Michigan	\$ 5,000.00
Muskegon	\$ 5,000.00
Oakland	\$ 25,000.00
Western Upper Peninsula	\$ 5,000.00
<b>TOTAL</b>	<b>\$ 75,000.00</b>

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution Accepting 2020 Grant Funding from the Department of Licensing and Regulatory Affairs, Bureau of Medical Marihuana Regulation – Health Department**

**WHEREAS,** P.A. 60 of 2019 section 901 requires the Department of Licensing and Regulatory Affairs (LARA) to expend funds appropriated by the legislature for medical marihuana operation and oversight grants to counties for education, communication and outreach programs; and

**WHEREAS,** grant money is distributed proportionally to each county based on the number of medical marihuana registry identification cards issued or renewed as of September 30, 2019; and

**WHEREAS,** This program is a continuation of efforts and funding available for education, communication and outreach activities in Livingston County for 2020. The 2020 county allotment is \$51,406 and request for this funding is due to LARA by January 1, 2020; and

**WHEREAS,** Livingston County Health Department will be the administrator of the grant and reporting requirements and recommends that the Board of Commissioners accept the grant funding.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby Authorize accepting the grant funding from LARA - Bureau of Medical Marihuana for activities for education, communication and outreach for 2020 in the amount not to exceed \$51,406.

**BE IT STILL FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

**BE IT FURTHER RESOLVED** that the Board of Commissioners authorize any budget amendment to effectuate the above funding increase.

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**MOVED:**

**SECONDED:**

**CARRIED:**





GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
LANSING

ORLENE HAWKS  
DIRECTOR

November 21, 2019

Dear Counties:

The Operations Support Section of the Marijuana Regulatory Agency has been assigned to administer the Medical Marihuana Operation and Oversight Grants to Michigan counties.

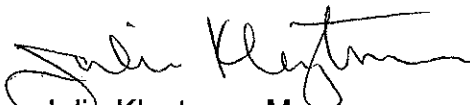
Public Act 60 of 2019 section 901 requires the Department of Licensing and Regulatory Affairs to expend funds appropriated by the legislature for medical marihuana operation and oversight grants to counties for education, communication, and outreach programs relating to the Michigan Medical Marihuana Program pursuant to section 6(l) of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26426. The grant money is distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county that applied for a grant.

Attached to this letter, please find the application and the list of funds available for each county in the State of Michigan. If your county is interested in participating for FY 2020, please submit the documents to the email address listed below and listed on the attached application by January 1, 2020, which is the deadline established in 2019 PA 60.

The completed grant application for the Medical Marihuana Operation and Oversight Grants must be submitted electronically no later than January 1, 2020 by sending an email to the department using the following email address: [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov). Applications received after January 1, 2020 may not be accepted.

If you have any questions regarding the grant, please do not hesitate to contact the Operations Support Section at [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov) for assistance.

Sincerely,

  
Julie Kluytman, Manager  
Operations Support Section

**Department of Licensing and Regulatory Affairs Bureau**

**of Medical Marihuana Regulation**

**Medical Marihuana Operation and Oversight Grants for Counties**

The total amount per county is based on the number of MMMP Registry Cards issued

(New/Renewal) pursuant PA 60 of 2019 (Section 901)

<b>County</b>	<b>Patient Registry Cards Issued</b>	<b>Patient Registry Cards Renewed</b>	<b>Total Patient Cards Issued and Renewed</b>	<b>Grant Funds Available</b>
Kalamazoo	1,183	398	1,581	\$44,026
Kalkaska	92	24	116	\$3,230
Kent	2,699	665	3,364	\$93,678
Keweenaw	45	14	59	\$1,643
Lake	83	30	113	\$3,147
Lapeer	1,090	335	1,425	\$39,682
Leelanau	163	26	189	\$5,263
Lenawee	1,155	312	1,467	\$40,852
Livingston	1,514	332	1,846	\$51,406
Luce	24	15	39	\$1,086
Mackinac	51	26	77	\$2,144
Macomb	9,904	1,965	11,869	\$330,518
Manistee	125	46	171	\$4,762
Marquette	94	41	135	\$3,759
Mason	181	74	255	\$7,101
Mecosta	79	49	128	\$3,564
Menominee	114	67	181	\$5,040
Midland	752	179	931	\$25,926
Missaukee	66	19	85	\$2,367

**Department of Licensing and Regulatory Affairs  
Marijuana Regulatory Agency**

**Medical Marijuana Operation and Oversight Grants**

**2020 Grant Application Information and Instructions**

1. The Michigan Legislature has appropriated a total of \$3 million dollars for the Medical Marijuana Operation and Oversight Grants. These grants, which are available **to counties**, will only be approved by the Department of Licensing and Regulatory Affairs, Marijuana Regulatory Agency for the **education, communication, and outreach** regarding the Michigan Medical Marijuana Act, 2008 IL, MCL 333.26421 to 333.26430. Grants provided under this section must not be used for law enforcement purposes.
2. The Medical Marijuana Operation and Oversight grant application must be received electronically no later than **January 1, 2020** at the following email address: [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov).
3. The amount of funds available to each county are posted on the department website. Potential grant amounts are calculated based on the proportion of the number of registry identification cards issued or renewed in the county as of **September 30, 2019**.
4. The county must submit **financial status reports** to the Department of Licensing and Regulatory Affairs on **April 1, 2020, July 1, 2020, and September 15, 2020**.
5. On **September 15, 2020**, a **final report** must be submitted detailing how the total grant was expended. The final report should include:
  - A summary of the project implementation plan and any deviations from the original project as proposed.
  - Accomplishments and problems experienced while carrying out the project activities.
  - Coordinated efforts with other organizations to complete the project.
  - Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - Any experience in applying the project products and anticipated “next steps.”
  - Actual budget expenditures compared to the budget in the agreement and the reason for any discrepancies.
6. Applicants must be EFT compliant and obtain (if they have not already) a SIGMA Vendor Customer ID number. SIGMA Vendor information can be obtained at the following website: <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>

Questions regarding the Medical Marijuana Operation and Oversight Grants are to be directed to the Department of Licensing and Regulatory Affairs, Marijuana Regulatory Agency at [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov).

## **Department of Licensing and Regulatory Affairs Marijuana Regulatory Agency**

The Department of Licensing and Regulatory Affairs is only responsible for processing grant applications that meet the requirements as set forth by Section 901 of 2019 PA 60, the expending of grant funds, and the compiling of the required reports.

### **Medical Marijuana Operation and Oversight Grants 2019 PA 60 (Section 901)**

Sec. 901. (1) The department shall expend the funds appropriated in part 1 for medical marijuana operation and oversight grants for grants to counties for education and outreach programs relating to the Michigan medical marijuana program pursuant to section 6(1) of the Michigan Medical Marijuana Act, 2008 IL 1, MCL 333.26426. These grants shall be distributed proportionately based on the number of registry identification cards issued to or renewed for the residents of each county that applied for a grant under subsection (2). For the purposes of this subsection, operation and oversight grants are for education, communication, and outreach regarding the Michigan Medical Marijuana Act, 2008 IL 1, MCL 333.26421 to 333.26430. Grants provided under this section must not be used for law enforcement purposes.

(2) Not later than December 1, the department shall post a listing of potential grant money available to each county on its website. In addition, the department shall work collaboratively with counties regarding the availability of these grant funds. A county requesting a grant shall apply on a form developed by the department and available on its website. The form shall contain the county's specific projected plan for use of the money and its agreement to maintain all records and to submit documentation to the department to support the use of the grant money.

(3) In order to be eligible to receive a grant under subsection (1), a county shall apply not later than January 1 and agree to report how the grant was expended and to provide that report to the department not later than September 15. The department shall submit a report not later than October 15 of the subsequent fiscal year to the state budget director, the subcommittees, and the senate and house fiscal agencies detailing the grant amounts by recipient and the reported uses of the grants in the preceding fiscal year.

**MCL Section 333.26426(1):** The Michigan medical marijuana fund is created within the state treasury. All fees collected under this act shall be deposited into the fund. The state treasurer may receive money or other assets from any source for deposit into the fund. The state treasurer shall direct the investment of the fund. The state treasurer shall credit to the fund interest and earnings from fund investments. Money in the fund at the close of the fiscal year shall remain in the fund and shall not lapse to the general fund. The department of licensing and regulatory affairs shall be the administrator of the fund for auditing purposes. The department of licensing and regulatory affairs shall expend money from the fund, upon appropriation, for the operation and oversight of the Michigan medical marijuana program.

**Department of Licensing and Regulatory Affairs  
Marijuana Regulatory Agency**

**Medical Marijuana Operation and Oversight Grants**

**2020 Grant Application**

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

**This application must be submitted electronically to [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov)  
at the Marijuana Regulatory Agency on or before January 1, 2020.**

**Section I: Grant Applicant Information**

**LIVINGSTON COUNTY HEALTH DEPARTMENT**

**Applicant**

**VS CV0048182**

**SIGMA Vendor Customer ID No.**

**Mail Code**

**Section II: Grant Administrator Information**

**Name**

**DIANNE McCORMICK - Health Officer**

**Address**

**2300 E. Grand River Avenue - Suite 102**

**City**

**Howell MI 48843**

**State**

**Zip Code**

**Area Code/Telephone Number**

**(517) 546-9850**

**Email Address**

**[dmccormick@livgov.com](mailto:dmccormick@livgov.com)**

**Section III: Description of Grant Program**

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

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

**Section IV: Certification**

I certify and agree to report how the grant was expended and to provide a report to the Department of Licensing and Regulatory Affairs, Marijuana Regulatory Agency, no later than September 15, 2020. By signing below, I also agree to meet and follow the statutory provisions in which this program was established pursuant to Section 901 of 2019 PA 60.

**X**

**Signature of County Grant Administrator (Original Signature Required)**

**Date**

**DONALD S. PARKER - Chairman**

**Title**

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into a Grant Agreement with the Michigan Department of Transportation to Fund the Acquisition of Snow Removal Equipment - High Speed Broom at the Livingston County Airport - Airport**

**WHEREAS,** the increased use of the airport by turbine aircraft requires efficient snow removal operations; and

**WHEREAS,** the existing broom utilized at the Livingston County Airport does not provide adequate speed for efficient snow removal operations; and

**WHEREAS,** the Michigan Aeronautics Commission has authorized a federal/state/local grant agreement to provide funding for a high speed broom for snow removal operations; and

**WHEREAS,** the broom has been ordered and is expected to arrive the second week of January; and

**WHEREAS,** the total amount of the grant agreement is \$600,000 and the local share (5%) is \$30,000, which is available in airport fund balance.

**THEREFORE BE IT RESOLVED** the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into a grant agreement with the Michigan Department of Transportation to fund the acquisition of snow removal equipment - high speed broom at the Livingston County Airport

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

**BE IT FURTHER RESOLVED** the funds for this shall be included in 583 05400 956000 and the Livingston County Board of Commissioners authorize any budget amendments or transfers to effectuate the above.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**

**MICHIGAN DEPARTMENT OF TRANSPORTATION  
LIVINGSTON COUNTY BOARD OF COMMISSIONERS  
CONTRACT FOR A FEDERAL/STATE/LOCAL  
AIRPORT PROJECT  
UNDER THE BLOCK GRANT PROGRAM**

This Contract is made and entered into this date of \_\_\_\_\_ by and between the Michigan Department of Transportation (MDOT) and Livingston County Board of Commissioners (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Livingston County - Spencer J. Hardy Airport, whose associated city is Howell, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated November 6, 2019 attached hereto and made a part hereof.

**PROJECT DESCRIPTION: ACQUIRE SRE - HIGH SPEED BROOM - PROJECT INSPECTION.**

**Recitals:**

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 3, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.



THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
  - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
  - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract,



the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
  - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.
9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share .....	\$540,000.00
Maximum MDOT Share .....	\$30,000.00
SPONSOR Share .....	<u>\$30,000.00</u>
<i>Estimated</i> PROJECT COST .....	\$600,000.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT

COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, attached hereto and made a part hereof.

19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15



USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

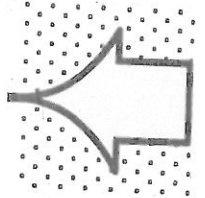
This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award through twenty (20) years .
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Title:



MICHIGAN DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Title: Department Director

## EXHIBIT 1

### LIVINGSTON COUNTY-SPENCER J. HARDY AIRPORT HOWELL, MICHIGAN

Project No. B-26-0047-5818  
Contract No. FM 47-02-C51  
Job No. 121843CON

November 6, 2019

	Federal	State	Local	Total
ADMINISTRATION	\$450	\$25	\$25	\$500
DEPARTMENT-AERO	\$450	\$25	\$25	\$500
EQUIPMENT	\$539,550	\$29,975	\$29,975	\$599,500
Acquire SRE - High Speed Broom	\$537,556	\$29,864	\$29,865	\$597,285
AERO - Project Inspection	\$1,994	\$111	\$110	\$2,215
DESIGN	\$0	\$0	\$0	\$0
CONSTRUCTION	\$0	\$0	\$0	\$0
<hr/>				
<b>TOTAL PROJECT BUDGET</b>	<b>\$540,000</b>	<b>\$30,000</b>	<b>\$30,000</b>	<b>\$600,000</b>

#### Federal Billing Breakdown:

Bill #1	\$150,000	SBGP 9616	Grant Award Date: 8/22/16
Bill #2	\$150,000	SBGP 9817	Grant Award Date: 7/24/17
Bill #3	\$150,000	SBGP 10318	Grant Award Date: 10/3/18
Bill #4	\$90,000	SBGP 10719	Grant Award Date: 9/24/19

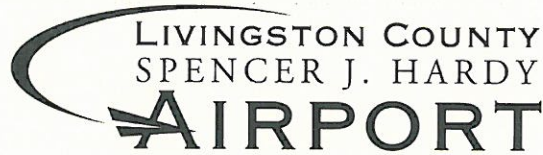
Letting Information: 04/02/19 Local Let

Period of Performance End Date: 12/31/20

MAC Approval: 11/06/19








3399 County Airport Drive  
Howell, Michigan 48855  
517-546-6675  
Fax 517-546-6656  
Mark D. Johnson - Airport Manager

## MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson   
Airport Manager

DATE: November 26, 2019

RE: Grant for Snow Removal Equipment – High Speed Broom

This grant agreement will provide funding for the MB Companies high speed broom that was ordered earlier this year. The grant totals \$600,000; \$540,000 in FAA funds, \$30,000 in MDOT funds and \$30,000 in local funds. The airport's funds are available in the airport fund balance.

It is anticipated that the broom will be delivered the second week of January. The invoice will be paid directly by MDOT, who will invoice the airport for the local share once the grant agreement has been signed.

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter Into an Agreement for the Transfer of FY 2015 FAA Entitlement Funds to the County of Lenawee Airport - Airport**

**WHEREAS,** the Livingston County Airport receives entitlement funds from the Federal Aviation Administration in the amount of \$150,000 per year; and

**WHEREAS,** these funds must be obligated by a grant agreement within four years of their authorization, in this case September 30, 2019; and

**WHEREAS,** due to the timing of the grant for the acquisition of snow removal equipment (high speed broom) not all of the FY 2015 funds were able to be utilized by the Livingston County Airport; and

**WHEREAS,** the Michigan Department of Transportation is able to reallocate the funds to another Michigan airport based upon an agreement with the FAA.

**THEREFORE BE IT RESOLVED** the Livingston County Board of Commissioners concurs with the Livingston County Aeronautical Facilities Board to enter into an Agreement for the transfer \$61,223 of FY 2015 FAA Entitlement funds to the County of Lenawee Airport.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

PAUL AJEGBA  
DIRECTOR

August 19, 2019

Mr. Mark Johnson  
Livingston Co. Spencer J. Hardy Airport  
3399 County Airport Drive  
Howell, Michigan 48855

Dear Mr. Johnson,

Enclosed is a FAA Entitlement Transfer Agreement to transfer the sponsor's remaining FY 15 non-primary entitlements to Lenawee County Airport. These funds expired September 30, 2019 and will be returned to FAA if another airport cannot put them to use. Lenawee County Airport will use these funds on a land reimbursement project.

The airport sponsor, County of Livingston, needs to complete the appropriate sections shown on page two of the agreement. Please return it to my attention at the following address:

Michigan Department of Transportation  
Office of Aeronautics  
2700 Port Lansing Road  
Lansing, MI 48906-2160

Please contact me if you have any questions.

Sincerely,

Betsy Steudle, P.E.  
State Block Grant Program Specialist  
Office of Aeronautics



## Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: County of Livingston

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47117(c) for the:

Name of Transferring Airport (and LOCID): Livingston County – Spencer J. Hardy (OZW)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2015	\$61,223
<b>Total</b>		<b>\$61,223</b>

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements: Lenawee County Airport (ADG)

Name of Receiving Airport's Sponsor: County of Lenawee

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of September 30, 2019 or when the availability of apportioned funds lapses under 49 USC § 47117(b).

**For the United States of America, Federal Aviation Administration:**

Signature: Alissa K VanHoof

Name: Alissa VanHoof

Title: Grants & Contracts Unit Manager

Date: 08/19/19

**Certification of Transferring Sponsor**

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this                      day of                      ,

Name of Sponsor: County of Livingston

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

**Certificate of Transferring Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of \_\_\_\_\_. Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at \_\_\_\_\_ (City, State),  
this                      day of                      ,

**Signature** of Sponsor's Attorney: \_\_\_\_\_






3399 County Airport Drive  
Howell, Michigan 48855  
517-546-6675  
Fax 517-546-6656  
Mark D. Johnson - Airport Manager

## MEMORANDUM

TO: Livingston County Board of Commissioners

FROM: Mark D. Johnson   
Airport Manager

DATE: November 27, 2019

RE: Transfer of AIP Funds

These are Fiscal Year 2015 Airport Improvement Funds that were not obligated by a grant agreement prior to September 30, 2019. These funds will be transferred to the Lenawee County Airport under an agreement that Michigan Aeronautics has with the FAA to keep the funds within the state of Michigan. This is the same process used during the terminal building construction where we received \$300,000 in funds from the Harbor Springs Airport.



**RESOLUTION**

**NO:** [Title]

**LIVINGSTON COUNTY**

**DATE:** Click or tap to enter a date.

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**Resolution Authorizing Issuance of Purchase Orders for Software Maintenance and Services Renewal for 2020 – Information Technology**

**WHEREAS,** in order to ensure continuity of technical support services and software upgrades for the software used by County Departments, there is a need to renew the following annual software maintenance and services; and

**WHEREAS,** the renewals are in compliance with the Livingston County Procurement Policy; and

**WHEREAS,** funding is available through the 2020 Information Technology Budget.

Vendor	Total of Renewal	Renewal Dates
State of Michigan - JIS	\$107,367.18	1/1/2020 - 12/31/2020
Central Square	Not to exceed \$320,467.14	1/1/2020 – 12/31/2020
iVantage	\$169,730	1/1/2020 – 12/31/2020

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby approves the purchase of renewal software maintenance to State of Michigan for JIS in an amount not to exceed \$107,400, Superior for public safety in an amount not to exceed \$320,500, and iVantage for technical support/services in an amount not to exceed \$169,730.

**BE IT FURTHER RESOLVED** that the Chair of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

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MOVED:  
SECONDED:  
CARRIED:





## **Michigan Supreme Court**

State Court Administrative Office  
Michigan Hall of Justice  
P.O. Box 30048  
Lansing, Michigan 48909  
Phone 517-373-0128

Milton L. Mack, Jr.  
State Court Administrator

**DATE:** April 29, 2019

**TO:** Chief Judges (JIS Courts)  
**cc:** Court Administrators and Probate Registers (JIS Courts)

**FROM:** Milton L. Mack, Jr.

**RE:** User Fees for 2020

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To assist your court in preparing for the next fiscal year, this memo provides the 2020 user fees for your court. The next page shows two fees: the amount that the State Court Administrative Office (SCAO) calculated for your court based on the user fee formula and the amount that is five percent more than what your court currently pays. The 2020 fee for your court will be the LOWER of these two amounts.

Starting January 1, 2020, the user fee formula will be increased as follows:

- The per case rate for circuit and probate courts will increase from \$10.00 to \$10.25.
- The per case rate for district and municipal courts will increase from \$1.30 to \$1.40.
- The base rate per court will increase from \$9,100.00 to \$9,500.00.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public. The latest innovations available from JIS include the text reminder system, iSeries hosting, docket displays, case searches, calendar integration, digital court recording integration, and future products to be announced. The increased fees will also help SCAO keep up with rising costs of goods and services. The last substantial increase in the user fee formula took effective in 2016.

Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

## User Fees

Effective January 1, 2020

**The 2020 User Fee for the Livingston County Probate Court is \$22,117.75**

### Livingston County Probate Court

Average Annual New Filings	1,231.00
Per Case Rate	\$10.25
Base Rate Per Court	\$9,500.00
Base Fee	\$22,117.75
Jury Module, if applicable	NA
LEIN/SOS Module, applicable to circuit and district courts	
Hosting Fee, if applicable	NA
<b>2020 Calculated User Fee</b>	<b>= \$22,117.75</b>
<u>Current User Fee</u>	<u>\$21,743.33</u>
<b>5% Increase</b>	<b>= \$22,830.50</b>

*Between the 2020 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.*

**The 2020 User Fee for the Livingston County Probate Court is \$22,117.75.**

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

rsacharski@livgov.com

mcavanaugh@livgov.com

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If you have any questions, please contact:

Beth Eimer

Supreme Court Finance

E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)

Phone 517-373-4689

Fax 517-373-4640



## **Michigan Supreme Court**

State Court Administrative Office

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone 517-373-0128

Milton L. Mack, Jr.  
State Court Administrator

**DATE:** April 29, 2019

**TO:** Chief Judges (JIS Courts)  
**cc:** Court Administrators and Probate Registers (JIS Courts)

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Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

## User Fees

Effective January 1, 2020

**The 2020 User Fee for the 44th Circuit Court - Livingston is \$42,261.10**

### 44th Circuit Court - Livingston

Average Annual New Filings	2,644.00
Per Case Rate	\$10.25
Base Rate Per Court	\$9,500.00
Base Fee	\$36,601.00
Jury Module, if applicable	\$3,660.10
LEIN/SOS Module, applicable to circuit and district courts	\$2,000.00
Hosting Fee, if applicable	NA
<b>2020 Calculated User Fee</b>	<b>= \$42,261.10</b>
<u>Current User Fee</u>	<u>\$41,057.80</u>
<b>5% Increase</b>	<b>= \$43,110.69</b>

**Between the 2020 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.**

**The 2020 User Fee for the 44th Circuit Court - Livingston is \$42,261.10.**

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

rsacharski@livgov.com  
mcavanaugh@livgov.com

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If you have any questions, please contact:

Beth Eimer  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)  
Phone 517-373-4689  
Fax 517-373-4640



## **Michigan Supreme Court**

State Court Administrative Office

Michigan Hall of Justice

P.O. Box 30048

Lansing, Michigan 48909

Phone 517-373-0128

Milton L. Mack, Jr.  
State Court Administrator

DATE: April 29, 2019

TO: Chief Judges (JIS Courts)  
cc: Court Administrators and Probate Registers (JIS Courts)

FROM: Milton L. Mack, Jr.

RE: User Fees for 2020

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To assist your court in preparing for the next fiscal year, this memo provides the 2020 user fees for your court. The next page shows two fees: the amount that the State Court Administrative Office (SCAO) calculated for your court based on the user fee formula and the amount that is five percent more than what your court currently pays. The 2020 fee for your court will be the LOWER of these two amounts.

Starting January 1, 2020, the user fee formula will be increased as follows:

- The per case rate for circuit and probate courts will increase from \$10.00 to \$10.25.
- The per case rate for district and municipal courts will increase from \$1.30 to \$1.40.
- The base rate per court will increase from \$9,100.00 to \$9,500.00.

The Michigan Supreme Court and SCAO value your commitment to working with our expert information technology team at JIS and are committed to making sure that trial courts have access to technologies that increase efficiency and improve service to the public. The latest innovations available from JIS include the text reminder system, iSeries hosting, docket displays, case searches, calendar integration, digital court recording integration, and future products to be announced. The increased fees will also help SCAO keep up with rising costs of goods and services. The last substantial increase in the user fee formula took effective in 2016.

Please contact Beth Eimer, Supreme Court Finance, at 517-373-4689 or [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov) with any questions.

## User Fees

Effective January 1, 2020

***The 2020 User Fee for the 53rd District Court - Livingston is \$42,988.33***

### 53rd District Court - Livingston

Average Annual New Filings	22,491.67
Per Case Rate	\$ 1.40
Base Rate Per Court	\$9,500.00
Base Fee	\$40,988.33
Jury Module, if applicable	NA
LEIN/SOS Module, applicable to circuit and district courts	\$2,000.00
Hosting Fee, if applicable	NA
<b>2020 Calculated User Fee</b>	<b>= \$42,988.33</b>
<u>Current User Fee</u>	<u>\$42,725.10</u>
<b>5% Increase</b>	<b>= \$44,861.36</b>

***Between the 2020 Calculated User Fee and a 5% Increase, the court pays the LOWER amount.***

***The 2020 User Fee for the 53rd District Court - Livingston is \$42,988.33.***

This memo and corresponding attachments were sent to the following e-mail addresses. To add an e-mail address to this list, please contact Beth Eimer.

bhenderson@livgov.com  
mcavanaugh@livgov.com

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If you have any questions, please contact:

Beth Eimer  
Supreme Court Finance  
E-mail [UserFees@courts.mi.gov](mailto:UserFees@courts.mi.gov)  
Phone 517-373-4689  
Fax 517-373-4640

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution Authorizing an Intergovernmental Agreement with the State of Michigan to Participate in the MiSAIL Project to Obtain Digital Aerial Imagery - Information Technology**

- WHEREAS,** Livingston County has committed to providing accurate and current digital aerial imagery as a foundation to the GIS infrastructure; and
- WHEREAS,** through a partnership with the State of Michigan MiSAIL project, Livingston County can greatly reduce the cost of obtaining the Livingston County GIS digital imagery, 6 inch resolution; and
- WHEREAS,** in exchange for obtaining the base 12 inch imagery from the Spring 2020 regional state flight, at no cost, Livingston County will share Parcel, Address Point, and Road Centerline GIS data with the state; and
- WHEREAS,** Livingston County Information Technology/GIS will be sharing the cost of the “buy-up” with the Livingston County Road Commission, Livingston County Drain Commission, and our local units of government, some of whom have expressed interest in 3 inch resolution; and
- WHEREAS,** the Information Technology/GIS Division is slated to contribute \$5,000 to the project; and
- WHEREAS,** Letters of Intent have been distributed to our local partners that states the organization’s intention to share in the cost for their portion of their chosen imagery resolution; and
- WHEREAS,** this project has been in development during the 2020 budget process; and
- WHEREAS,** the cost of the overall project is expected to not to exceed \$98,463, with Livingston County being responsible for the full project cost, with reimbursement from our local partners; and
- WHEREAS,** the state of Michigan requires that an Intergovernmental Agreement be signed in order to participate in the MiSAIL project; and

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorize entering into an Intergovernmental Agreement with the State of Michigan for the exchange of Livingston County Parcel, Address Point, and Road Centerline GIS data for 12 inch Aerial Imagery from the Spring 2020 regional state flight.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, renewals and future amendments for monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

**BE IT FURTHER RESOLVED** that the Livingston County Board of Commissioners authorizes a supplemental appropriation in the amount of \$98,463.

Fund	Approved 2020 Budget	Proposed Amendment	Amended 2020 Budget
636 – Information Technology	\$5,655,173	\$98,463	\$5,753,636

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#

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MOVED:  
SECONDED:  
CARRIED:





## STATE OF MICHIGAN AERIAL IMAGERY EXCHANGE FOR LOCAL DATA

Beginning in 2018, Michigan counties may exchange local, authoritative GIS (geographic information systems) data for 12-inch aerial imagery. The County would share with the State of Michigan the following GIS data: parcels, address points, and road centerlines. In return, counties will receive 12-inch imagery at no cost.

- The GIS data provided by the County would be for internal use only by State agency personnel in support of their day-to-day operations.
- If the County does not have this information in GIS format, the State is still interested in discussing a potential exchange.
- An intergovernmental agreement (IGA) would be entered into by the County and the State. The IGA defines roles and responsibilities of each partner. The IGA is available for review.
- Proprietary online access to the imagery would be provided through the Michigan Imagery Solution (MIS) for up to five County users. The State will also deliver a copy of the County's most current 12-inch imagery on an external hard drive. There is no fee for either delivery option.
- Buyups at 3-inch and 6-inch resolution are also available. This is most cost effective if planned during a regularly scheduled flight year.
- The Michigan flight schedule map is attached.

For more information, please contact:  
Everett Root at [roote@michigan.gov](mailto:roote@michigan.gov) (517-335-7180)  
Ulrika Zay at [zayu@michigan.gov](mailto:zayu@michigan.gov) (517-335-7011)





## Michigan Statewide Authoritative Imagery and LiDAR Program (MiSAIL)

### Intergovernmental Agreement For Data Exchange Between Livingston County and DTMB

This Intergovernmental Agreement (Agreement) is between Livingston County, a Constitutional and Municipal Corporation, 304 E. Grand River Ave., Suite 101, Howell, MI 48843 (Partner) and the Michigan Department of Technology, Management and Budget, through its Center for Shared Solutions, P.O. Box 30026 Lansing, Michigan, 48909 (DTMB). In this Agreement, the Partner and DTMB may be referred to individually as “Party” or jointly as “Parties.” Partners may include, but are not limited to, state, local and federal government entities.

In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree as follows:

#### 1. Purpose

Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.441 *et seq.*, the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and the authority granted to the Director of DTMB pursuant to Executive Reorganization Order No. 2009-39, Section V(E), MCL 18.441, the Partner and DTMB enter into this Agreement for the purpose of making Geographic Information System (GIS) data and digital orthoimagery data (Imagery) owned and maintained by the respective Parties available to both Parties, without fee or cost, to assist the Parties in performing statutory and governmental duties and activities that benefit DTMB or the Partner, specifically the scope of work described in Exhibit A.

#### 2. Definitions

**Data originator:** The author or owner of the GIS data and information contained within the GIS data.

**Geographic Information System data or GIS data or Data:** The output from a Geographic Information System as defined by MCL 15.442(b) or the saved output (datasets) covered by this Agreement, as more specifically identified in Exhibit A, and provided by either Party pursuant to MCL 15.441, *et seq.* GIS

data does not include derivative works developed by DTMB or data produced by DTMB from GIS data.

Digital orthoimagery data – aerial imagery collected by the State of Michigan State) as part of the State’s collection efforts per the specifications defined in the State’s contract # 071B6600034 (Contract). A copy of the Contract is available online at: [http://www.michigan.gov/documents/localgov/6600034\\_516430\\_7.pdf](http://www.michigan.gov/documents/localgov/6600034_516430_7.pdf)

**Third Party:** An organization or individual requesting GIS data that is not a party to this Agreement. Third Party does not include any organizations or individuals specifically identified as intended pass-through data recipients under Exhibit A.

### 3. Coordination Representatives

To provide for consistent and effective communication between DTMB and the Partner, each Party shall appoint a Coordination Representative to serve as its central point of contact on matters relating to this Agreement. The Coordination Representatives for this Agreement are listed below.

Everett Root  
DTMB Center for Shared Solutions  
Romney Building, 10<sup>th</sup> Floor  
111 S. Capitol St.  
Lansing, MI, 48933  
Phone No. 517-373-7910  
Fax No. 517-373-2939  
E-mail roote@michigan.gov

*Sandon Lettieri*  
*GIS Technician*  
*304 E. Grand River Ave., Suite 101*  
*Howell, MI 48843*  
*517.540.8780*  
*slettieri@livgov.com*

### 4. Responsibilities of the Parties

The following paragraphs identify responsibilities of the parties involved:

- a. **DTMB Responsibilities.** DTMB will provide the Partner, in accordance with the purpose, terms, and conditions of this Agreement and implementing arrangements, as appropriate, with the following:
  - i. Protection and good stewardship of the Partner’s data;
  - ii. Those responsibilities set forth in Exhibit A.

- b. **Partner Responsibilities.** The Partner will provide DTMB, in accordance with the purpose, terms, and conditions of this Agreement and implementing arrangements, as appropriate, with the following:
  - i. GIS dataset updates, without fee or cost, through the data exchange mechanism identified in Exhibit A;
  - ii. Protection and good stewardship of the State's data;
  - iii. Those responsibilities set forth in Exhibit A.
  - iv. A copy of their enhanced access policy and fee schedule(s)
  - v. Updates to fee schedule throughout duration of this agreement

## 5. GIS Data Usage and Distribution Terms

- a. The Partners authorizes its GIS data to be used as identified in Exhibit A.
- b. In the event that a Third-Party requests GIS data, one of the following three scenarios will apply:
  - i. If the Partner receives a request for its own Data, that request will be subject to the Partner's local Enhanced Access to Public Records policy. There is no need for the request to go through or be approved by DTMB.
  - ii. In the event that DTMB receives a request for Data provided by the Partner, such requests will be honored pursuant to DTMB's Enhanced Access to Public Records policy 2410.04 and associated fee schedule. In accordance with its policy, DTMB will pass on any applicable fees pursuant to the Partner's local Enhanced Access to Public Records policy.
  - iii. If the Partner receives a request for any Data that it received from DTMB, it will provide the Data in accordance with its local Enhanced Access to Public Records policy, and pass on any applicable fees to DTMB as established under DTMB's Enhanced Access to Public Records policy 2410.04 and associated fee schedule. The Partner may also charge an administrative fee to distribute the Data as outlined in its local Enhanced Access to Public Records policy.
- c. The Parties agree to exercise all applicable exemptions available under the Freedom of Information Act (FOIA), MCL 15.231 *et seq.*, to ensure that the GIS Data will not be re-distributed to a Third Party.

## 6. GIS Data Disclaimer

- a. All GIS data is provided “as is.” The Parties expressly disclaim any and all warranties, express or implied, including, but not limited to, any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose, or any other warranty, condition, guarantee or representation, whether oral, in writing, or in electronic form including, but not limited to, the accuracy or completeness of any information contained in or provided by the GIS data. The Parties do not represent or warrant that access to GIS data will be uninterrupted or that there will be no failures, errors, omissions, or loss of transmitted information.
- b. In no event shall either Party be liable to the other for any special, indirect, or consequential damages, or any damages whatsoever resulting from loss of use, data, or profits arising out of or in connection with the use or performance of GIS data under this Agreement.

## **7. Image Service Contact**

The MiSAIL program includes partner access to a secure imagery viewing service known as the Michigan Imagery Solution (MIS), managed by the State of Michigan, DTMB, Center for Shared Solutions. Service will be accessible for up to five partner desktop applications and one partner web based application.

Image Service Contact designated per signature is the single point of contact for the DTMB for all technical considerations and inquiries regarding MIS access by partner.

Image Service contact	Email	Phone
Sandon Lettieri	<a href="mailto:slettieri@livgov.com">slettieri@livgov.com</a>	517.540.8780

## **8. Effective Date and Duration**

This Agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until terminated unless superseded, rescinded, or modified by written agreement of both Parties.

## **9. Amendment and Modification**

This Agreement may be amended or modified only by written agreement of both Parties.

## **10. Termination**

- a. Either Party may terminate this Agreement with sixty (60) days written notice for any reason, or for no reason.
- b. Upon termination of this Agreement, GIS Data provided to DTMB under this Agreement by the Partner will be retained by DTMB, but will no longer be updated. Remaining GIS Data shall be marked that it has not been updated as of the date of the last update prior to termination.

#### **11. Dispute Resolution**

In the event of a dispute between the Parties, the Partner and DTMB agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

#### **12. Assignment**

This Agreement may not be assigned, delegated, or otherwise transferred by the parties, nor may any right, duty, or obligation under this Agreement be assigned, delegated, or transferred, unless otherwise provided for in this Agreement.

#### **13. Reservation of Rights**

- a. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, or immunity of the Parties. Nothing in this Agreement is a waiver of governmental immunity by either Party.
- b. Unless this Agreement expressly states otherwise, it does not, and is not intended to, transfer, delegate, or assign to the other Party, any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated or entrusted to either Party under any existing law or regulation.

#### **14. No Third-Party Beneficiaries**

Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, or any other right in favor of any other person or entity.

#### **15. Applicable Laws**

The applicable statutes, regulations, directives, and procedures of the State of Michigan shall govern this Agreement and all documents and actions thereunder.



## 16. Entire Agreement

This Agreement represents the entire Agreement between the Parties and supersedes all other Agreements between the Parties governing the matters described. The language of this Agreement will be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned execute this Intergovernmental Agreement on behalf of the Parties and by doing so, obligate and bind the DTMB and the Partner to the stated terms and conditions.

\_\_\_\_\_  
ERIC SWANSON  
Director  
Center for Shared Solutions (CSS)  
Romney Building, 10<sup>th</sup> Floor  
111 S. Capitol St.  
Lansing, MI, 48933

\_\_\_\_\_  
DATE

\_\_\_\_\_  
*[Customer Representative Name]* **DATE**  
*[Customer Representative Title]*  
*[Customer Mailing Address, City, State, Zip]*



**Exhibit A**  
**Intergovernmental Agreement**  
**For Data Exchange Between Livingston County and DTMB**  
**[Date]**

Attributes to be included with each data category will vary. DTMB has a standard data schema for each data type that will be shared with the partner. Variations between local data and the DTMB standard will be reviewed prior to data submission.

**Description of Partner Data:**

Tax parcels: Geometry and attributes for Community Parcel Repository

Address points: Geometry and attributes for structure point location at rooftop, driveway, geocoded along road centerline, or parcel centroid.

Road Centerlines: Geometry and attributes

**Description of DTMB Data:**

12" pixel resolution, 4-band (red, green, blue, near-infrared) aerial imagery.  
Specification document available at: [http://www.michigan.gov/som/0,4669,7-192-78943\\_78944\\_78949\\_78952\\_63834---,00.html](http://www.michigan.gov/som/0,4669,7-192-78943_78944_78949_78952_63834---,00.html)

**Data Exchange Process:** **select one**

- ☒ Digital Upload (file upload or through feature service)  
☐ External Hard Drive  
☐ Other \_\_\_\_\_

**Data Use:** **select one for each data category**

**Parcels:**

- ☐ Publicly Available  
☒ Available for use by all State of Michigan Agencies

**Address Points:**

- ☐ Publicly Available  
☒ Available for use by all State of Michigan Agencies

**Road Centerlines:**

- ☐ Publicly Available  
☒ Available for use by all State of Michigan Agencies

**Update Schedule:**

**Parcels:** 1-2 times per year

**Address Points:** 4 times per year

**Road Centerlines:** 4 times per year

**Optional pass through to the United States Census Bureau:**

The DTMB, Center for Shared Solutions (CSS) is the State of Michigan's liaison to the US Census Bureau (USCB) for local data collection efforts in support of various USCB geospatial data programs.

**DTMB is authorized to pass data through to United States Census Bureau**

**Address Points:**

<input type="checkbox"/>	Yes
<input checked="" type="checkbox"/>	No

**Road Centerlines:**

<input type="checkbox"/>	Yes
<input checked="" type="checkbox"/>	No



# Memorandum

**To: Livingston County Board of Commissioners**  
**From: Richard Malewicz, CIO**  
**Date: 11/26/2019**  
**Re: 2020 Digital Orthoimagery Project**

The State of Michigan is spearheading a 2020 state-wide orthoimagery flight project, MiSAIL. Participation in this project enables Livingston County to obtain 12 inch digital orthoimagery for free in exchange for Livingston County's GIS Parcel Data, Address Points and Road Centerlines.

Livingston County GIS requires 6 inch digital imagery to maintain our current imagery standards. We will be sharing the cost of upgrading to a higher resolution with the Livingston County Road Commission, Livingston County Drain Commission, and our local units of government.

Livingston County GIS will be contributing \$5,000 to this project, as will Livingston County Drain Commission and Livingston County Road Commission. The local units' costs vary based on their "area" and whether they are upgrading to 3 inch resolution or choosing to use the 6 inch.

Letters of Intent have been distributed to our local partners that states the organization's intention to share in the cost for their portion of their chosen imagery resolution.

We estimate that the project's not-to-exceed cost will be less than \$98,463, with Livingston County being responsible for the full project cost with reimbursement from our local partners.

In 2015 Livingston County partnered with SEMCOG for a similar project, a regional orthoimagery flight, sharing the cost with the same "county" partners. Our portion of the cost for this project was \$5,000. When we've engaged in partnerships in past years, we've incurred expenses of \$7,100-\$26,000.

In order to participate in the 2020 MiSAIL project, the state is requiring that the attached intergovernmental agreement is signed and submitted.

If you have any questions regarding this project please contact me.

# LIVINGSTON COUNTY 2020 ORTHOIMAGERY PROJECT

PARTNER WITH THE STATE OF MICHIGAN (MISAIL PROGRAM)

COST PER PARTNER FOR BUY-UP OPTION (6 INCH OR 3 INCH RESOLUTION IMAGERY)

6 INCH COST ESTIMATE							
LOCAL UNIT PARTNER	AREA IN Sq MILES	CENSUS POPULATION	PARCELS	COST SHARE BY AREA	COST SHARE BY POPULATION	COST SHARE BY PARCEL COUNT	LOCAL PARTNER COST
COHOCTAH	39.23	3317	1871	\$ 1,932.34	\$ 1,012.47	\$ 1,132.53	\$ 1,359.11
CONWAY	41.03	3546	1844	\$ 2,020.68	\$ 1,082.37	\$ 1,116.18	\$ 1,406.41
DEERFIELD	37.22	4170	2219	\$ 1,832.97	\$ 1,272.84	\$ 1,343.17	\$ 1,482.99
FOWLerville	2.69	2886	1011	\$ 132.50	\$ 880.92	\$ 611.96	\$ 541.79
HANDY	34.30	5120	2678	\$ 1,689.42	\$ 1,562.82	\$ 1,621.01	\$ 1,624.42
HOWELL TWP	29.82	6702	3417	\$ 1,468.58	\$ 2,045.70	\$ 2,068.33	\$ 1,860.87
IOSCO	36.99	3801	2060	\$ 1,821.92	\$ 1,160.21	\$ 1,246.93	\$ 1,409.69
MARION	31.83	9996	5079	\$ 1,567.96	\$ 3,051.16	\$ 3,074.35	\$ 2,564.49
TYRONE	37.89	10020	4301	\$ 1,866.09	\$ 3,058.48	\$ 2,603.42	\$ 2,509.33
UNADILLA	36.99	3366	2208	\$ 1,821.92	\$ 1,027.43	\$ 1,336.51	\$ 1,395.29
<b>TOTAL</b>	<b>327.99</b>	<b>52924</b>	<b>26688</b>	<b>\$ 16,154.40</b>	<b>\$ 16,154.40</b>	<b>\$ 16,154.40</b>	<b>\$ 16,154.40</b>
COST SPLITS	\$ 49.25	\$ 0.31	\$ 0.61				

3 INCH COST ESTIMATE					
LOCAL UNIT PARTNER	AREA IN Sq MILES	PARTNER COST BY Sq MILES	PERCENTAGE OF TOTAL THREE INCH IMAGERY COST	COUNTYWIDE PARTNER CONTRIBUTION	LOCAL PARTNER COST
BRIGHTON CITY	4.04	\$ 999.64	1%	\$ 42.65	\$ 956.99
BRIGHTON TWP	35.20	\$ 8,719.12	12%	\$ 372.04	\$ 8,347.09
GENOA TWP	38.34	\$ 9,496.63	14%	\$ 405.21	\$ 9,091.41
GREEN OAK TWP	40.80	\$ 10,107.52	14%	\$ 431.28	\$ 9,676.24
HAMBURG TWP	38.11	\$ 9,441.09	13%	\$ 402.84	\$ 9,038.25
HARTLAND TWP	42.15	\$ 10,440.74	15%	\$ 445.50	\$ 9,995.24
HOWELL CITY	7.17	\$ 1,777.15	3%	\$ 75.83	\$ 1,701.32
OCEOLA TWP	38.56	\$ 9,552.16	14%	\$ 407.58	\$ 9,144.58
PINCKNEY	2.91	\$ 721.97	1%	\$ 30.81	\$ 691.16
PUTNAM	36.54	\$ 9,052.34	13%	\$ 386.26	\$ 8,666.08
<b>TOTAL</b>	<b>283.82</b>	<b>\$ 70,308.36</b>	<b>100%</b>	<b>\$ 3,000.00</b>	<b>\$ 67,308.36</b>

COUNTYWIDE PARTNERS	
LIVINGSTON COUNTY GIS	\$ 5,000.00
LC ROAD COMMISSION	\$ 5,000.00
LIVINGSTON COUNTY DRAIN	\$ 5,000.00
<b>TOTAL</b>	<b>\$ 15,000.00</b>

COST FOR BUY-UP OPTIONS PER SqMi	
3 INCH PIXEL RESOLUTION (AREAS > 100 SqMi)	\$ 247.72
6 INCH PIXEL RESOLUTION	\$ 85.84

TOTAL PROJECT COSTS	
3 INCH IMAGERY PARTNERS	\$ 67,308.36
6 INCH IMAGERY PARTNERS	\$ 16,154.40
COUNTYWIDE PARTNERS	\$ 15,000.00
<b>TOTAL PROJECT COST</b>	<b>\$ 98,462.75</b>

IMAGERY SPEC	Sq MILEAGE	COST
3 INCH IMAGERY	283.82	\$ 70,308.36
6 INCH IMAGERY	327.99	\$ 28,154.40
<b>TOTAL COST</b>	<b>611.81</b>	<b>\$ 98,462.75</b>

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

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**Resolution Authorizing the Livingston County Juvenile Court to Apply for the Michigan Department of Health and Human Services Child and Parent Legal Representation Grant – Juvenile Court**

**WHEREAS,** the Michigan Department of Health and Human Services has invited Juvenile Courts to apply for funding to enhance legal representation for children and parents in child protection proceedings; and

**WHEREAS,** available grant funds are not to supplant existing funding for legal representation; and

**WHEREAS,** this grant will enhance legal representation in Livingston County by providing court-appointed attorneys with funding for continuing education and enhancing fair compensation in child protective proceedings; and

**WHEREAS** Livingston County's allocation for the period of January 1, 2020 – September 30, 2020 is \$30,874; and

**WHEREAS,** the Juvenile Court is seeking approval to apply for the Child and Parent Legal Representation FY 2020 grant from the Michigan Department of Health and Human Services in the amount of \$30,874.

**THEREFORE BE IT RESOLVED** that the Livingston County Board of Commissioners hereby authorizes the Juvenile Court to submit a grant application to the Michigan Department of Health and Human Services to enhance legal representation in child protective proceedings.

**BE IT FURTHER RESOLVED** that the Chairman of the Livingston County Board of Commissioners is authorized to sign all forms, assurances, contracts/agreements, and future amendments for monetary and contract language adjustments related to the above upon review and / or preparation of Civil Counsel.

**BE IT FURTHER RESOLVED** that the Board of Commissioners herby authorize any budget amendment to effectuate the above.

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**MOVED:**  
**SECONDED:**  
**CARRIED:**

Chief Judge  
Miriam A. Cavanaugh

Circuit Court Judges  
L. Suzanne Geddis  
Michael P. Hatty  
Matthew J. McGivney



*Livingston County Trial Courts*  
204 S. HIGHLANDER WAY, HOWELL, MI 48843

District Court Judge  
Daniel B. Bain  
Shauna N. Murphy

# Memorandum

**To:** Livingston County Board of Commissioners  
**From:** Deborah Shaw, Juvenile and Probate Court Administrator  
**Date:** December 9, 2019  
**Re:** Resolution Authorizing the Juvenile Court to Apply for the Michigan Department of Health and Human Services Child and Parent Legal Representation Grant

---

The attached resolution authorizes the Livingston County Juvenile Court to submit an application to the Michigan Department of Health and Human Services Child and Parent Legal Representation Grant. This grant would provide funds to support high-quality legal representation in child protective proceedings where a child has been placed in foster care. Available funds are not to supplant existing funding for legal representation, but instead to enhance legal representation of children and parents in child welfare proceedings.

Funding is based on a formula of expected expenditures for legal representation, the county's Title IV-E penetration rate x 50%. Livingston County Circuit Court's allocation for the period of January 1, 2020 – September 30, 2020 is \$30,874.

These funds will be used to enhance quality legal representation in child protective proceedings through two actions: paying court appointed attorneys and lawyer guardian ad litem for up to 12 hours of court-approved child welfare training annually and enhancing fair compensation for attorneys by increasing the per case payment scale.

If you have any questions regarding this matter please contact me. Thank you for your consideration and continued support of the Livingston County Trial Courts.

## Debby Shaw

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**From:** Ken Hinton  
**Sent:** Tuesday, October 15, 2019 8:38 AM  
**To:** Debby Shaw  
**Subject:** RE: request for authorization to submit a grant application under \$25,000

Debby,

I have reviewed your grant memo and, in accordance with the County grant policy, approve this application. Thank you.

Ken Hinton  
County Administrator  
Livingston County Administration  
304 E. Grand River Avenue - Ste. 202  
Howell MI 48843  
**517-546-3669**

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**From:** Debby Shaw <dShaw@livgov.com>  
**Sent:** Friday, October 11, 2019 4:17 PM  
**To:** Ken Hinton <KHinton@livgov.com>  
**Cc:** Cindy Catanach <CCatanach@livgov.com>  
**Subject:** request for authorization to submit a grant application under \$25,000

Good afternoon,

The Michigan Department of Health and Human Services has made (federal) funding available to Circuit Courts to enhance legal representation for children and parents in child welfare proceedings. The attached memo describes the funding source, available funds and how the Court intends to enhance representation through the use of these funds.

As anticipated funding is less than \$25,000 per year, and in accordance with our conversation at the Court last week, I am writing to request authorization to submit an application for these grant funds. Please let me know if any additional information is needed.

Thank you,  
Debby

Deborah Shaw  
Juvenile and Probate Court Administrator  
Livingston County Circuit Court  
204 S. Highlander Way, Howell, Michigan 48843  
Office: 517-540-7739  
Cell: 734-260-0906



**LIVINGSTON COUNTY, MICHIGAN**  
**LIVINGSTON COUNTY TRIAL COURTS**  
**JUVENILE & PROBATE DIVISIONS**

**204 S. Highlander Way Suite 3 Howell, MI 48843**  
**Phone 517-540-7739 Cell 734-260-0906**  
**Email: [dshaw@livgov.com](mailto:dshaw@livgov.com)**

## Memorandum

**To: Ken Hinton, Livingston County Administrator**  
**From: Deborah Shaw, Juvenile & Probate Court Administrator**  
**Date: 10/08/2019**  
**Re: Seeking Approval to Submit a Grant Application to the Michigan Department of Health and Human Services, Title IV-E Child and Parent Legal Representation Enhancement Grant**

The Michigan Department of Health and Human Services has invited each circuit court to apply for a federal grant that will support high-quality legal representation in child protective proceedings where a child has been placed in foster care. Available funds are not to supplant existing funding for legal representation, but instead to enhance legal representation of children and parents in child welfare proceedings.

Funding available to each court is based on a formula of expected expenditures, the county's Title IV-E penetration rate x 50%. During FY 2020 (October 1, 2019 – September 30, 2020), the Court anticipates eligible abuse and neglect representation expenses of \$175,000 and a Title IV-E penetration rate of 25%. As grant funding begins once contracts are signed, it is presumed the grant will initiate by January 2020. As such, the Court's proposed grant budget will be:

- Anticipated Revenue in Year One:  
 $175,000 \times 25\% \times 50\% = \$21,875 \times 9 \text{ months (Jan – Sept)} = \$16,406.25$
- Anticipated Expenditures in Year One:

Continuing Education	\$9,360 (13 Attorneys on Appointment List x 12 hours x \$60/hr)
Additional Attorney Fees	\$6,720 (42 cases x 4 attorneys x \$40 additional per case rate)

Should this application be accepted, federal funding will be used to enhance quality legal representation in child protective proceedings through two actions:

1. Paying court appointed parent attorneys and lawyer guardian ad litem (LGALs) for up to 12 hours of court-approved child welfare training annually. Attorneys will be paid an hourly rate of up to \$60/hour for time spent attending court-approved training (online or in-person). The cost of training registration and/or mileage may be reimbursed upon request and availability of grant funding.
2. Enhancing fair compensation for attorneys and LGALs by increasing the per case payment scale by up to \$40 (a 13% increase) in child protective proceedings.

If you have any questions regarding this matter please contact me. Thank you for your consideration and continued support of the Livingston County Trial Courts.