



BOARD OF COMMISSIONERS REVISED AGENDA

November 19, 2018

7:30 PM

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

"The mission of Livingston County is to be an effective and efficient steward in delivering services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside and recreate in Livingston County."

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12. CALL TO THE PUBLIC

13. ADJOURNMENT

RESOLUTION

To: The Honorable Board of Commissioners
Huron County
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, roads are the backbone to the social, cultural, and economic stability of Huron County and our region; and

WHEREAS, Senate Bill (SB) 396 (S-5) passed and reported out of the Senate Transportation Committee on September 6, 2018, allows exemptions from seasonal weight restrictions (also known as “frost laws”) to the forest product industry during the spring thaw when roads are the most vulnerable to damage from heavy loads; and

WHEREAS, it is a fact that in Huron County and throughout all Northern states that roads become soft in the spring as frost melts, and applying unrestricted 164,000-pound truck loads and traffic on soft roads, whether paved or unpaved, is poor public policy that defies common sense when it comes to road preservation, and will lead to significant damage to the road system, economic damage in Huron County, and an increased risk to drivers in our region; and

WHEREAS, SB 396 also grants exemptions to the forest industry that will allow the hauling of forest products and transport of equipment on the public road system without obtaining proper permits from road authorities at all times of the year; and

WHEREAS, the provisions of SB 396 ***will result in costly damage to the public road system which is the opposite of what the Michigan Legislature and the people of Michigan called for in the 2015 Michigan Transportation Package;*** and

WHEREAS, the provisions of SB 396 ***will negatively impact the traveling public*** accessing the road system, resulting in burdening road authorities with expensive reactive maintenance repairs and significantly increased taxpayer costs and township contributions to maintain the public road system; and

WHEREAS, the provisions in SB 396 and subsequent impacts to the local road system will negatively impact the health, safety, and welfare of the Huron County residents and the traveling public; and


WHEREAS, the Huron County Board of Commissioners and the Huron County Road Commission work closely with the logging industry to accommodate this valuable contributor to the Michigan economy, while also continuously monitoring road conditions and permitting the logging industry to move equipment and material on roads when the roads can structurally support such loading without negatively impacting the road system and the traveling public; now

THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners hereby strongly opposes SB 396 (S-5); and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Michigan counties, Representative Canfield, Senator Pavlov, Governor Snyder, and Michigan Association of Counties.

Respectfully submitted,

LEGISLATIVE COMMITTEE



 David G. Peruski, Chairman



 Steve Vaughan, Vice Chairman



 John A. Nugent, Member

Dated: November 14, 2018

VOICE / ROLL CALL VOTE:

COMMISSIONER	YES	NO	ABSENT	COMMISSIONER	YES	NO	ABSENT
SAMI KHOURY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN L. BODIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID G. PERUSKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RON WRUBLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD TALASKI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN A. NUGENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STEVE VAUGHAN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

RESOLUTION: ADOPTED DEFEATED TABLED

**LIVINGSTON COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES**

November 5, 2018, 7:30 p.m.
304 E. Grand River, Board Chambers, Howell MI 48843

Members Present: D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte,
and G. Childs
Members Absent: C. Griffith

1. CALL MEETING TO ORDER

The meeting was called to order by the Chairperson, Donald Parker at 7:30 p.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Roll call by the Clerk indicated the presence of a quorum.

4. CORRESPONDENCE

1. Bay County Resolution #2018-238 Opposing SB 1031
2. Berrien County Resolution #1810347 Opposing the Legalization of Recreational Marijuana
3. Houghton County Resolution dated October 16, 2018 Supporting Ojibway Correctional Facility
4. **ADDED 11/5/2018: Livingston County Planning Commission Resolution to Adopt a New County Master Plan*

Motion to receive and place on file the correspondence.

It was moved by G. Childs
Seconded by W. Green

MOTION Carried (8-0-1)

5. CALL TO THE PUBLIC

Boyd Buchanan, Livingston County Home Builders, commented on the decrease to building permit fees and thanked Jim Rowell of the Building Department.

Stephen Brown, Pinckney, Sierra Club member, addressed the Board regarding the PFAS contamination.

Doug Heins, City of Howell, addressed the Board regarding the resolution authorizing an agreement with the Economic Development Council of Livingston County.

Wes Nakagri, Hartland Township, provided a handout to the Board regarding eliminating funding to Ann Arbor SPARK and transferring that funding to the roads.

Denise O'Connell, Hartland, provided a handout and addressed the Board regarding Ann Arbor SPARK.

Ron Long, President of First National Bank and Chair of the Economic Development Council of Livingston County, addressed the Board regarding the EDC and SPARK.

6. APPROVAL OF MINUTES

1. Minutes of Meeting Dated: October 15, 2018
2. Minutes of Closed Session Dated: October 15, 2018

3. Minutes of Meeting Dated: October 24, 2018
Motion to approve the minutes as presented.

It was moved by D. Dolan
Seconded by R. Bezotte

MOTION Carried (8-0-1)

7. TABLED ITEMS FROM PREVIOUS MEETINGS

None.

8. APPROVAL OF AGENDA

Request by Commissioner Helzerman to remove Resolution 2018-11-176, Resolution Authorizing an Agreement with the Economic Development Council to Provide Support for Countywide Assistance from 2019-2021, from the Consent Agenda.

Chairman Parker indicated that Resolution 2018-11-176, Resolution Authorizing an Agreement with the Economic Development Council to Provide Support for Countywide Assistance from 2019-2021, be moved from the Consent Agenda to an individual Resolution for Consideration as item 11.d.

Motion to approve the Agenda as amended.

It was moved by G. Childs
Seconded by D. Dolan
Discussion

MOTION Carried (8-0-1)

9. REPORTS

9.a Environment Health Update

Matt Bolang, Director of Environmental Health

Matt Bolang, Director of Environmental Health, updated the Board regarding the PFAS contamination and vapor intrusion situation. In his professional opinion, there is no additional action the Board should take at this time in regards to the PFAS contamination matter.

Chairperson Parker thanked the County Clerk and her staff for all their hard work on the upcoming election. In addition, he reported that the Workers' Compensation Fund reported a \$408,000.00 dividend, which is substantially higher than the budgeted \$250,000.00.

10. APPROVAL OF CONSENT AGENDA ITEMS

Resolutions 2018-11-173 through 2018-11-175

10.a 2018-11-173

Resolution Authorizing a Reduction in the Multiplier Used for Building Permit Fee Calculations and Other Adjustments in the Permit Fees for the Building Department - Building Department

10.b 2018-11-174

Resolution Authorizing Expenditures for West Complex Fiber Upgrade – Information Technology

10.c 2018-11-175

Resolution Restructuring the Deputy County Administrator Role –Administration

Motion to approve the resolutions on the Consent Agenda.

It was moved by K. Lawrence
Seconded by W. Green

Roll Call Vote: Yes (8): K. Lawrence, W. Green, D. Domas, D. Helzerman, D. Parker, R. Bezotte,
D. Dolan and G. Childs; No (0): None; Absent (1): C. Griffith

MOTION Carried (8-0-1)

11. RESOLUTIONS FOR CONSIDERATION

Resolutions 2018-11-177 thru 2018-11-179 and 2018-11-176

11.a 2018-11-177 (Roll Call)

Resolution to Authorize a Third Quarter Supplemental Appropriation to the Fiscal-Year 2018 Budget – Administration

Motion to adopt the Resolution.

It was moved by K. Lawrence

Seconded by G. Childs

Roll Call Vote: Yes (8): K. Lawrence, W. Green, D. Domas, D. Helzerman, D. Parker, R. Bezotte,

D. Dolan and G. Childs; No (0): None; Absent (1): C. Griffith

MOTION Carried (8-0-1)

11.b 2018-11-178

Resolution Approving Appointments to Livingston County Boards and Committees - Board of Commissioners

Motion to adopt the Resolution.

It was moved by K. Lawrence

Seconded by D. Helzerman

MOTION Carried (8-0-1)

11.c 2018-11-179

Resolution Approving the Tentative Agreement between the Livingston County Board of Commissioners and the Michigan Association of Fire Fighters Representing Paramedics

Motion to adopt the Resolution.

It was moved by D. Dolan

Seconded by K. Lawrence

MOTION Carried (8-0-1)

11.d 2018-11-176

Resolution Authorizing an Agreement with the Economic Development Council to Provide Support for County-wide Assistance from 2019-2021 – Administration

Motion to amend Resolution 2018-11-176, to Resolution Authorizing an Agreement with the Economic Development Council to Provide Support for Countywide Assistance from January 1, 2019 to December 31, 2019 for an amount not to exceed \$175,000.00.

It was moved by D. Helzerman

Seconded by D. Dolan

Discussion

Roll Call Vote: Yes (4): D. Helzerman, D. Parker, G. Childs, and K. Lawrence; No (4): D. Dolan, W. Green, D. Domas, and R. Bezotte; Absent (1): C. Griffith

MOTION FAILED (4-4-1)

Motion to adopt the original Resolution.

It was moved by G. Childs

Seconded by K. Lawrence

Discussion

Roll Call Vote: Yes (4): G. Childs, K. Lawrence, D. Helzerman, and D. Parker; No (4): D. Dolan, W. Green, D. Domas, and R. Bezotte; Absent (1): C. Griffith

MOTION FAILED (4-4-1)

Motion to Reconsider Resolution 2018-11-176, Resolution Authorizing An Agreement with the Economic Development Council to Provide Support for Countywide Assistance from 2019-2021 - Administration

It was moved by D. Helzerman
Seconded by D. Dolan
Discussion

Roll Call Vote: Yes (4): D. Helzerman, D. Parker, G. Childs, and K. Lawrence;; No (4): D. Dolan, W. Green, D. Domas, and R. Bezotte; Absent (1): C. Griffith

MOTION FAILED (4-4-1)

12. CALL TO THE PUBLIC

Rebecca Foster, Pinckney, pro-tem trustee on the Village of Pinckney's council and a member of the EDC, addressed the Board regarding EDC and SPARK.

Ron Long, President of First National Bank and Chair of the Livingston County EDC addressed the Board regarding EDC and SPARK.

Doug Heins, City of Howell, addressed the Board regarding EDC and SPARK.

Phil Santer, SPARK Senior Vice President, also commented on the EDC.

Wes Nakagri, Hartland Township, addressed the Board regarding EDC and SPARK.

Discussion regarding previous Motion for Reconsideration to Resolution 2018-11-176.

Reenactment of Motion to Reconsider Resolution 2018-11-176, Resolution Authorizing An Agreement with the Economic Development Council to Provide Support for Countywide Assistance from 2019-2021 - Administration

It was moved by D. Helzerman
Seconded by D. Dolan
Discussion

Roll Call Vote: Yes (4): D. Helzerman, D. Parker, G. Childs, and K. Lawrence; No (4): D. Dolan, W. Green, D. Domas, and R. Bezotte; Absent (1): C. Griffith

MOTION FAILED (4-4-1)

13. ADJOURNMENT

Motion to adjourn the meeting at 9:09 a.m.

It was moved by D. Helzerman
Seconded by G. Childs

MOTION Carried (8-0-1)

Elizabeth Hundley, Livingston County Clerk

**LIVINGSTON COUNTY BOARD OF COMMISSIONERS
MEETING MINUTES**

November 14, 2018
IMMEDIATELY FOLLOWING THE FINANCE COMMITTEE
304 E. Grand River, Board Chambers, Howell MI 48843

Members Present D. Parker, D. Dolan, K. Lawrence, W. Green, D. Domas, D. Helzerman, R. Bezotte,
C. Griffith, and G. Childs

1. CALL MEETING TO ORDER

The meeting was call to order by Commissioner Parker at 8:40 a.m.

2. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

3. ROLL CALL

Indicated the presence of a quorum.

4. CALL TO THE PUBLIC

None.

5. APPROVAL OF AGENDA

Motion made by Chairperson Parker to amend the agenda to add Resolution 8.13 (2018-11-180), Resolution to Confirm and Ratify the Appointment of the Livingston County Veterans' Services Director to the agenda as Item 8, whereas Item 9 is now the 2nd Call to the Public and Item 10 is now the Adjournment.

Motion to approve the agenda as amended.

Moved By D. Dolan

Seconded By W. Green

Motion Carried (9-0-0)

6. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF CLAIMS

Dated: November 14, 2018

Motion to approve the Claims.

Moved By C. Griffith

Seconded By G. Childs

Motion Carried (9-0-0)

7. FINANCE COMMITTEE RECOMMENDATION FOR APPROVAL OF PAYABLES

Dated: October 25 through November 14, 2018

Motion to approve the Payables.

Moved By K. Lawrence

Seconded By C. Griffith

Motion Carried (9-0-0)

8. RESOLUTION FOR CONSIDERATION

2018-11-180 – Resolution to Confirm and Ratify the Appointment of the Livingston County Veterans' Services Director

Motion to approve the Resolution.

Moved By D. Domas

Seconded By R. Bezotte

Motion Carried (9-0-0)

9. CALL TO THE PUBLIC

None.

10. ADJOURNMENT

Motion to adjourn the meeting at 8:44 a.m.

Moved By D. Helzerman

Seconded By C. Griffith

Motion Carried (9-0-0)

Elizabeth Hundley, Livingston County Clerk

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing an Additional Law Clerk/Magistrate Position – District Court

WHEREAS, the District Court has a need for an additional Law Clerk/Magistrate position; and

WHEREAS, for purpose of adequately assisting the District Court Judges, the District Court would function more efficiently if an additional Law Clerk/Magistrate position were granted; and

WHEREAS, the Law Clerk/Magistrate is classified as a Non-Union Grade 7; and

WHEREAS, funding for same is available in the 2018 & 2019 District Court Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby establishes an additional Law Clerk/Magistrate position in the District Court.

Position #	Description	CY FTE	Stat
13600106	LAWCLERK/ATTY MAGSTR	1.000	P

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the appropriate Budget Amendment(s) to effectuate the above.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Roberta Sacharski & Diane Livingston
Date: 10/19/2018
Re: Additional District Court Law Clerk/Magistrate

The Livingston County Trial Courts have a need for an additional Law Clerk/Magistrate to adequately assist the District Court Judges. The District Court currently has only one Law Clerk/Magistrate.

The main responsibilities of this position are reviewing cases files, briefs, transcripts, and other pertinent documentation, as well as reasearching applicable statues and case law, writing bench memoranda, legal documents, orders, and preparing legal opinions for the Judge's review, comment, and modification. When acting as a Magistrate, the position accepts and examines criminal complaints and affidavits for search warrants, sets or denies bail in criminal matters, conducts arraignments in felony and misdemeanor matters, conducts informal hearlings in civil infraction matters, and other duties as directed. The Law Clerk/Magistrate also assists in the on call rotation for after hour and weekend warrants and arraignments.

The Law Clerk/Magistrate position is a full-time, non-union grade 7 position and is fully funded throught the District Court's 2018 and 2019 budget.

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



CONTACT INFORMATION

Requester: Roberta Sacharski Title of Requester: Circuit & Probate Administrator
Dept. Phone Number/Extension: 7814 Date Requested: 10/17/2018

POSITION INFORMATION

Position Title: District Court Law Clerk/Magistrate Supervisor: District Court Judge

1. Is the purpose of this request to fill a position as a result of a vacancy? Yes [] No [X]
If so, name of person last holding this position: _____

2. Is the purpose of this request to reclassify a current position? Yes [] No [X]

3. Is the purpose of this request to change the scheduled hours of an existing position? Yes [] No [X] From: _____ To: _____
If so, name of current incumbent: _____

4. Is the purpose of this request to transfer a current position? Yes [] No [X]
If so, Current Department: _____ Proposed Department: _____

Position Type: Regular [X] Term/Grant [] Temp. [] Unpaid [] Special []

Position Status: Full Time (30+) [X] Part-Time (21-29) [] Part-Time (20 or Less) [] Number of hours per week: 40

Justification of request / change of position (REQUIRED): It is necessary to create another District Court Law Clerk/Magistrate position to adequately assist the District Court Judges. Monies are available in the 2018 budget to fund this position and funding has been contemplated for the position in 2019.

FUNDING INFORMATION

Base Annual Salary: \$45,899.00 (22.0669/hr) [X] This position is funded in whole or in part by a grant: Yes [] No [X] % Funded: _____

Allocation (Required): Current: Org. 10113600 % 100 Proposed (if changing): Org. _____ % _____

Position will be funded by: General Fund [X] Enterprise Fund [] Special Revenue Fund [] Internal Service Fund []

REQUIRED APPROVALS

Supervisor (if applicable) Date Department Head Date: [Signature] 10/17/18

HR OFFICE ONLY

Job Class: 7063 Job Title: Law Clerk/Attorney/Magistrate Grade/Step: 7S / 1

FTE: 1 Employee Group: NU HR Reviewed: [Signature] Date: 10/17/18

BUDGET OFFICE ONLY

Position Control #: 13600106 Org.: 10113600

Funds Available: Yes [X] No [] Object Code: 704000 [X] 706000 [] 706001 []

Comments: requires resolution

Budget Reviewed: [Signature] Date: 10.18.18

Resolution #: _____ Board Authorized on Date: _____

RESOLUTION

NO: 2018-11-182

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Approving the Appointment of Jonah Sjoquist as Back-up Magistrate for the 53rd District Court – District Court

WHEREAS, Jonah Sjoquist is a current full-time (40 hours per week) Research Attorney for the Circuit Court; and

WHEREAS, this position is an existing position and the job description requires “on call” duties; and

WHEREAS, the position above meets all of the requirements of MCL 600.8507 to become a magistrate: he has been approved by the Chief Judge; he is a registered elector in the County of Livingston; he is licensed to practice law in the State of Michigan; and he will have a performance bond in the amount of \$50,000; and

WHEREAS, funding for this position is provided for in the current budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the appointment of Jonah Sjoquist as 53rd District Court Magistrates.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Roberta Sacharski and Diane Livingston
Date: 10/24/2018
Re: Appointment of Jonah Sjoquist as Back up Magistrate for the
53rd District Court

The Livingston County Trial Courts have a need for an additional Magistrate to adequately assist with after hour duties. Jonah Sjoquist is a full-time Research Attorney working in the District Court.

Jonah Sjoquist is a registered elector in Livingston County, will file a performance bond in the amount of \$50,000 with the Livingston County Treasurer and Chief Judge, and is licensed to practice law in Michigan. He will serve at the pleasure of the Chief Judge, will take the constitutional oath of office, and will complete a training course in traffic law adjudication and sanctions given by SCAO.

The Research Attorney job description requires “on call duties”. If this resolution is approved, this position will serve as back up Magistrate when necessary and for after hours on call duties.

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

RESOLUTION

NO: 2018-11-183

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Amending Resolution 2017-11-190 Authorizing an Agreement with the U of M Child & Adolescent Data Lab to Provide Data Analysis Services – Juvenile Court

WHEREAS, The Livingston County Board of Commissioners authorized the Juvenile Court to apply for the MDHHS, Michigan Juvenile Justice Grant to gather information regarding the Juvenile Court’s current risk assessments, create a database, and provide an analysis of the assessment data to better serve the youth involved in the Juvenile Court for FY 2018 in Resolution 2017-07-120 dated July 17, 2017; and

WHEREAS, the Livingston County Board of Commissioners also authorized the Juvenile Court to initiate a sole source contract with the University of Michigan Child & Adolescent Data Lab for data analysis services fully funded by the above reference grant in Resolution 2017-11-190; and

WHEREAS, as a result of the application, the Court has received funding in the total amount of \$48,800 per year for two years; and

WHEREAS, written in this grant application, it states that the Juvenile Court will work with the University of Michigan Child and Adolescent Data Lab to analyze the Juvenile Court data regarding certain areas including risk assessments, recidivism, and disproportionate minority contact; and

WHEREAS, the grant’s budget currently allows for \$41,000 per year for two years in contracting with the University Child and Adolescent Data Lab; and

WHEREAS, the Juvenile Court received a no-cost extension to the grant, which extends the term until September 30th, 2020, for which the \$41,000 in annual compensation under the contract with the University of Michigan Child & Adolescent Data Lab shall be payable only in the latter two years of the contract term; and

WHEREAS, the Juvenile Court will amend their contract not to exceed \$82,000 with the University of Michigan Child and Adolescent Data Lab (1080 S. University Ave, Ann Arbor, MI 48109) to provide data analysis effective October 1, 2017 to September 30, 2020, for a total contract period not to exceed three (3) years based on receiving appropriate grant funds to pay for said services; and

WHEREAS, if sufficient grant funding is not available to support this service, the contract will be terminated; and

THEREFORE BE IT RESOLVED that the competitive bid requirement per the Purchasing Policy be waived.

BE IT FURTHER RESOLVED that legal counsel will draft an official contract according to the stipulations stated in this Resolution with a term of October 1, 2017 to September 30, 2020, for the total contract period not to exceed three (3) years, with \$41,000 in annual compensation payable only in the latter two years of the contract term.

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:

Livingston County Juvenile Court Data and Analysis

Statement of Work

The University of Michigan Child and Adolescent Data lab proposes to partner with the Livingston County Juvenile Court to assist the court in answering questions it has regarding the juvenile justice population in Livingston County.

The questions to be answered by this study are:

- What is the recidivism rate in Livingston County over the last five years? Has this rate changed over time? Which youth are most likely to recidivate?
- Are the current risk assessments helpful in predicting recidivism?
- Where in the juvenile system is DMC the greatest problem? What could be done to reduce DMC in Livingston County?
- Of the services available in Livingston County, what specific services (or combination of services) produces the best outcomes (e.g. recidivism)?
- Using evidence as the foundation, how can Livingston County best improve the current services provided to juveniles in the juvenile justice system?

The Child and Adolescent Data Lab will provide the following services to Livingston County Juvenile Court during the two-year grant period:

Year One	Key Tasks	Timeframe	Payment
	A. Establish and Begin Implementing a Data Collection Plan	Milestone A: Completion Date: 10/30/2018	\$4,000.00
	<ol style="list-style-type: none"> 1. Outline the strategy for data collection and test that strategy with a trial run of the data collection procedure <ol style="list-style-type: none"> a. conduct site visits to gain a better understanding of where data are located b. begin preliminary data collection to establish the quality of data available and identify any limitations of the available data 2. Finalize the plan for data collection <ol style="list-style-type: none"> a. revise plan for data collection based on preliminary data collection, adjusting for any data quality issues that were found 3. Begin data collection 	10/30/2018	
	B. Centralize Critical Juvenile Justice Data	Milestone B: Completion Date: 1/30/2019	\$12,000.00
	<ol style="list-style-type: none"> 1. Create centralized data repository on youth who were petitioned between 2012 and 2017 <ol style="list-style-type: none"> a. identify the various administrative and risk assessment data that is critical to juvenile justice programming in Livingston County b. populate centralized repository 	1/15/2019	

	<ul style="list-style-type: none"> with data from electronic records and paper files c. 300 - 400 paper files to extract, from 2014 - 2015 		
	<ul style="list-style-type: none"> 2. Develop relational database <ul style="list-style-type: none"> a. build a relational database to house these various data sources, b. clean the data for analysis c. connect Livingston juvenile justice data with adult arrest records 	1/30/19	
	C. Identify youth at greatest risk of recidivism	Milestone C: Completion date: 3/30/19	\$8,000.00
	<ul style="list-style-type: none"> 1. Complete regression models on the risk of recidivism of all youth <ul style="list-style-type: none"> a. Complete regression models on identified youth subgroups, such as youth with mental health issues 	3/30/19	
	D. Identify greatest DMC problem	Milestone D: Completion date: 5/30/19	\$5,000.00
	<ul style="list-style-type: none"> 1. Using relative rate index, calculate DMC at all contact points in the system 	5/30/19	
	E. Develop interactive visualizations and full length report to communicate Year 1 findings	Milestone E: Completion date: 9/15/19	\$12,000.00
	<ul style="list-style-type: none"> 1. Create interactive tool for use of court administrators to understand trends in recidivism and impact of DMC at various points in time 	7/30/19	

	2. Complete full length report with analysis of youth within the juvenile justice system relative to recidivism and DMC	8/30/19	
	3. Present report, and provide training on use of data visualizations	9/15/19	
		Subtotal Year One:	\$41,000.00
Year Two	Key Tasks	Timeframe	Payment
	F. Identify which services/programs have the largest impact on critical, long-term outcomes	Milestone F: completion date: 6/30/20	\$16,000.00
	1. Map individual services delivered in Livingston to individual youth moving through the juvenile court system. <ul style="list-style-type: none"> a. Complete data extraction from paper case files and load into centralized data base 	1/30/20	
	2. Model risk of continued offending <ul style="list-style-type: none"> a. Juveniles b. Adults 	3/30/20	
	3. Determine services and programs associated with most positive outcomes	5/30/20	
	G. Develop interactive visualizations and full length report to communicate Year 2 findings	Milestone G: Completion date: 9/15/20	\$16,000.00
	1. Create interactive tool for use of court administrators to understand effectiveness of service programs	7/15/20	
	2. Complete full length report with analysis of program effectiveness in terms of recidivism.	8/15/20	

	3. Present report and provide training on use and interpretation of data visualization	9/1/20	
	H. Provide training to Livingston County court administrator on operation and use of relational database in order to facilitate regular updating and sustainable use.	Milestone H completion date: 9/30/20	\$9,000.00
		Subtotal Year Two:	\$41,000.00
		Total Contract	\$82,000.00



Memorandum

To: Livingston County Board of Commissioners

From: Roberta Sacharski, Circuit & Probate Court Administrator

Date: 11/08/2018

Re: Resolution Amending Resolution #2017-11-190 Authorizing an Agreement with the University of Michigan Child & Adolescent Data Lab to Provide Data Analysis Services Fully Funded by the MDHHS, Michigan Juvenile Justice Grant – Juvenile Court

In 2017, the Livingston County Juvenile Court was awarded funds through MDHHS's Michigan Juvenile Justice Grant. This year, the Juvenile Court was granted a no-cost extension to extend the terms of the grant until 9/30/2020.

As proposed in the Juvenile Court's 2017 grant application, the University of Michigan Child & Adolescent Data Lab is currently gathering information about the Juvenile Court's risks assessments and programs to create a database and provide an analysis of the assessment data to better serve the youth involved in the Juvenile Court.

Although the grant length will be amended, the award amount will remain unchanged. The contracted amount is \$41,000 per year (fiscal year 2019 and 2020), not to exceed \$82,000.

Thank you for your consideration in this matter.

RESOLUTION

NO: 2018-11-184

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Authorizing Final Payment for the Extension of the Public Safety Fiber Optic Network to Putnam Twp. Fire Department- Emergency Management

WHEREAS, On July 25, 2016 by resolution 2016-07-117 the Livingston County Board of Commissioners approved the project to run approximately one mile of the public safety fiber optic network to Putnam Twp. Fire Department; and

WHEREAS, The Livingston County Board of Commissioners approved utilizing Homeland Security Grant Funds from the fiscal year 2017 grant in the amount of \$40,408.00 and authorized up to \$45,000.00 of Livingston County general funds to be utilized beyond the grant funding amount to complete the project; and

WHEREAS, Barton Malow quoted \$22,350.00 to manage the fiber project to Putnam Twp. Fire Department, and Amcomm Telecommunications originally quoted \$39,800.00 dollars to complete the fiber work; and

WHEREAS, Amcomm Telecommunications costs went \$11,185.98 dollars beyond their original quote as noted above due to having to re-route the fiber line around citizen’s private property; and

WHEREAS, this fiber project has now been completed, and the additional expenditure needs to be reviewed and approved by the Livingston County Board of Commissioners prior to final payment; and

WHEREAS, all of the dedicated FY 17 Homeland Security Grant Program funds will be utilized and a portion of the authorized Livingston County general funds will be utilized, and the project is \$11,185.98 dollars over the original quote given by Amcomm Telecommunications, the total project will cost \$73,335.98 dollars; and

WHEREAS, the total final cost of the project, even with the additional cost for re-routing the fiber, is below the \$85,000.00 dollars originally budgeted for the public safety fiber optic network to Putnam Twp. Fire Department and approved by the Livingston County Board of Commissioners.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approve Payment to Amcomm Telecommunications for the completed work on the public safety fiber to Putnam Township Fire Department to include the additional cost for fiber re-routing which is \$11,185.98 dollars above their original quote of \$39,800.00, for a total payment of \$50,985.98 dollars.

BE IT FUTHER RESOLVED that the Livingston County Board of Commissioners hereby approve payment to Barton Malow for \$22,350.00 as originally quoted.

#

**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Therese Cremonte, Emergency Management Department
Date: 11/05/2018
Re: Authorization of Final Payment Regarding the Extension off the Public Safety Fiber Optic Network to Putnam Twp. Fire Department

This resolution is to request the support and approval of the Livingston County Board of Commissioners for the final payment for the work completed on the public safety fiber optic network to Putnam Twp. Fire Department.

This project was approved by the Livingston County Board of Commissioners on July 25, 2016. There were two subsequent resolutions regarding funding the project with both county funds and HSGP funds and what grant fiscal year would be utilized to support the project. All three previous resolution documents are attached to the resolution as supporting documentation.

The budget for this project was set at \$85,000.00 dollars. \$40,408 was to be provided by the FY 17 Homeland Security Grant Program funds through the Emergency Management Department. Up to \$45,000.00 dollars was approved to be utilized from the county general fund to assure the cost of the project was covered. All of the grant funding was to be utilized for the project, additional costs beyond the \$40,408 were to be covered by the general fund.

The public safety fiber optic network to Putnam Twp. Fire Department has been completed. The billing shows there is an additional expenditure beyond what was originally estimated by Amcomm Telecommunications of \$11,185.98. This additional expenditure is due to the company having to re-route the fiber optic line as private home owners would not consent to the fiber optic lines crossing their private property. This additional expenditure must be reviewed and approved by the Board of Commissioners before final payment on the project can be made.

Though the re-routing created an unforeseen additional cost to the project, the project is still under the original approved budget of \$85,000.00 dollars. Final billing on this project should total \$73,335.98 dollars.

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

RESOLUTION

NO: 2016-07-117

LIVINGSTON COUNTY

DATE: July 25, 2016

RESOLUTION AUTHORIZING LIVINGSTON COUNTY TO PARTICIPATE IN EXTENDING THE PUBLIC SAFETY FIBER OPTIC NETWORK TO PUTNAM FIRE DEPARTMENT. EMERGENCY MANAGEMENT/HEALTH AND HUMAN SERVICES/FINANCE.

WHEREAS, Livingston County has determined a need for extending the public safety fiber network from the Village of Pinckney to Putnam Township Fire Department; and

WHEREAS, Livingston County Homeland Security Grant Funds of up to \$45,000.00 will be allocated to this project upon approval by the Local Planning Team (LPT), approval of the Region 1 Homeland Security Board (R1HSB), and the Michigan State Police Emergency Management Homeland Security Division (MSP-EMHSD); and

WHEREAS, it is requested that if the HSGP funds are approved and authorized by all of the above agencies for this project the Board of Commissioners matches that amount and authorize up to \$45,000 of general fund dollars for the completion of the fiber optic network to Putnam Fire Department at a total cost of up to \$90,000 for the completion of this project; and,

WHEREAS, the general fund match requested of \$45,000 was not included in the 2016 general fund budget and if approved will require a budget amendment to bring the funds in from fund balance; and

WHEREAS, The Emergency Management department shall coordinate the appropriate purchasing and vendor selection through LESA and/or the Livingston County IT department for the implementation and construction of the fiber optic network to the Putnam Fire Department; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes up \$45,000 of general fund dollars from fund balance for the extension of the public safety fiber network to the Putnam Township Fire Department contingent upon approval of the LPT, R1HSB, and MSP-EMHSD.

BE IT FURTHER RESOLVED the Chairman of the Board of Commissioners be authorized to sign all forms, assurances, supporting documents and contracts/agreements related to the grant application and subsequent award or future amendments, upon review by Civil Counsel.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes a budget amendment to increase the 2016 General Fund budget by \$45,000 from fund balance to cover this project as follows:

Fund	Amended Budget	Proposed	Proposed Amended Budget
101	\$45,424,083	\$45,000	\$45,469,083
<i>Within GF org code (Emergency Management)</i>			
<i>10142600</i>	<i>\$162,535</i>	<i>\$45,000</i>	<i>\$207,535</i>

#

MOVED: Commissioner Dolan
SECONDED: Commissioner Griffith
CARRIED: 6-0-3
 Roll call vote: Yes: Dolan, Lawrence, VanHouten, Parker, Williams, Griffith; No: None; Absent: Green, Domas, Childs.

RESOLUTION
LIVINGSTON COUNTY

NO: 2017-08-131
DATE: August 7, 2017

RESOLUTION AUTHORIZING EXPENDITURES FOR FIBER CONNECTIONS TO PUTNAM FIRE DEPT AND SUPPLEMENTAL APPROPRIATION - EMERGENCY MANAGEMENT - PUBLIC SAFETY / FINANCE / BOARD

- WHEREAS,** Livingston County has determined a need for extending the public safety fiber network from the Village of Pinckney to Putnam Twp.; and
- WHEREAS,** in compliance with the Livingston County Purchasing Policy, a competitive bid process was performed with the assistance of Paul Twigg from Barton Marlow in which three (3) bids were received; and
- WHEREAS,** after the review of the vendor and products, it is recommended that a Purchase Order be issued to AmComm Telecommunications, of Brighton, Michigan, for an amount not to exceed \$43,800 which includes \$4,000 for contingency in which the work must be completed by May 19, 2018; and
- WHEREAS,** a fiber optic switch will be required for this project which will be purchased from Connection Public Sector Solutions, of Merrimack, New Hampshire, for an amount not to exceed \$4,000 and installed by County IT staff; and
- WHEREAS,** funding is available through the Homeland Security Grant Program FY-15 Budget, of \$18,058 and \$45,000, which was authorized by the Board of Commissioner in FY 2016 per Resolution #2016-07-117.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the issuance of a Purchase Order to Amcomm Telecommunications for fiber connection work from the Village of Pinckney to the Putnam Fire Department for an amount not to exceed \$43,800, which includes \$4,000 for contingency, in which the work must be completed by May 19, 2018.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby approves that a Purchase Order be issued to Connection Public Sector Solutions for an amount not to exceed \$4,000 for a fiber optic switch and components.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes a budget amendment to increase the 2017 General Fund budget by \$ 45,000 from fund balance to cover this project as follows:

ORG	PENDING AMENDED BUDGET	PROPOSED BUDGET AMENDMENT	PROPOSED AMENDED BUDGET
101	\$45,334,674	\$45,000	\$45,379,674
101 426000	\$147,216	\$45,000	\$176,958

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes the transfer of monies up to \$45,000 from Emergency Management General Fund to the Emergency Management Special Revenue Fund throughout the year, and authorizes the County Treasurer to make the appropriate adjusting journal entries to effectuate the transfers upon request.

#

MOVED: Commissioner Green
SECONDED: Commissioner Childs
CARRIED: 6-0-3
Roll Call Vote: Yes: Green, Domas, Helzerman, Bezotte, Griffith, Childs; No: None; Absent: Lawrence, Parker, Dolan

RESOLUTION

NO: 2018-02-014

LIVINGSTON COUNTY

DATE: February 5, 2018

RESOLUTION TO AMEND RESOLUTION 2016-07-117 AUTHORIZING PARTICIPATION IN EXTENDING THE PUBLIC SAFETY FIBER OPTIC NETWORK TO PUTNAM TOWNSHIP FIRE DEPARTMENT AND A SUPPLEMENTAL APPROPRIATION - EMERGENCY MANAGEMENT / PUBLIC SAFETY / FINANCE / FULL BOARD

WHEREAS, Resolution 2016-07-117 was adopted on July 25, 2016 to authorizing Livingston County to participate in extending the public safety fiber optic network to Putnam Township Fire Department utilizing a combination of Homeland Security Grant Program (HSGP) funds from the FY-15 funding allotment up to \$45,000.00 and county general funds of \$45,000.00; and

WHEREAS, Resolution 2016-07-117 should reflect the specific available amount of Homeland Security Grant Program funding for this project to be \$40,408.16 from the FY-15 allotment awarded to Livingston County, to be utilized by May 31, 2018; and

WHEREAS, The public safety fiber optic network project to Putnam Township Fire Department has experienced several unforeseen delays due to routing of the fiber optic line, and the project will likely exceed the funding deadline for FY-15 HSGP funds; and

WHEREAS, There are equal funds available under the FY-17 HSGP allotted to Livingston County with an expenditure deadline of May 31, 2020; and

WHEREAS, The Michigan State Police, Emergency Management and Homeland Security Division (MSP EMHSD) has approved the use of FY-17 HSGP funding in the amount of \$40,408.16 to be utilized for the public safety fiber optic network to Putnam Township Fire Department project pending the completion of an approved route for the fiber and a FEMA Environmental, Historical, Preservation Act (EHP). The approved MSP EMHSD Alignment and Allowability Form (AAF) is R1-2017-80-0005.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves this Resolution to amend Resolution 2016-07-117 to accurately reflect the HSGP funding amount for the public safety fiber optic network project to Putnam Township Fire Department to be \$40,408.16 and to utilize the Livingston County FY-17 HSGP funding allotment in the place of Livingston County FY-15 HSGP funding allotment as approved by MSP EMHSD for the public safety fiber optic network project to Putnam Township Fire Department.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorizes a budget amendment to increase the 2018 General Fund budget by \$ 45,000 from fund balance to cover this project as follows:

ORG	PENDING AMENDED BUDGET	PROPOSED BUDGET AMENDMENT	PROPOSED AMENDED BUDGET
101	\$47,331,383	\$45,000	\$47,376,383
101 426000	\$208,073	\$45,000	\$253,073

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.

#

MOVED: Commissioner Childs
 SECONDED: Commissioner Griffith
 CARRIED: Roll Call Vote: Yes: Childs, Lawrence, Green, Helzerman, Parker, Bezotte, Griffith, Dolan. No: None; Absent: Domas. 8 yes; 0 no; 1 absent



INVOICE

July 31, 2017

Customer: 1001745
Livingston County
Emergency Medical Building
1911 Tooley Road
Howell, MI 48855

Project: Livingston County Fiber
Job Number: 170614
Invoice Number: 90062085

Invoice for Services performed for the Putnam Township Fire Station fiber project.

Technology Design Services:

Purchase Order	Amount	Percent Complete	Total to Date
17000442-00	\$ 22,350.00	0%	\$ -
17000443-00	\$ 1,000.00	100%	\$ 1,000.00
Subtotal	\$ 23,350.00	4%	\$ 1,000.00
Less previously invoiced			\$ -
Current			\$ 1,000.00
 Technology Design This Period			 \$ -
			\$ 1,000.00

Reimbursable / General Condition Expenses:

	Amount
	\$ -
	\$ -
Total This Period	\$ -

Total Amount Due This Invoice: \$ 1,000.00

Remit to: Barton Malow Company
26500 American Drive
Southfield, MI 48034
(248) 436-5154
Attn: Kathleen Ruzycski

January 29, 2017

Mr. Richard Malewicz
Information Technology Director
Livingston County
304 E. Grand River Ave.
Howell, Michigan 48843

RE: 2017 Fiber Extension

Dear Rich,

Barton Malow is pleased to submit the following proposal to assist Livingston County and the Livingston Educational Service Agency with bidding and project management for the consortium fiber extension project. This proposal is based on discussions with Livingston County and LESA about planning and executing this project as an extension of the existing Livingston County Fiber Consortium.

Project Scope

Establish bid documents for:

1. Extending the existing consortium fiber from Pinckney Elementary to Putnam Fire with bid alternates to extend the fiber to Putnam Township Hall.

Work Scope

Design and Bidding:

1. Meet with County and LESA administration and technology staff to identify the goals for the project;
2. Survey included buildings to review the fiber entry locations, distance and pathway to telecommunication room, termination requirements and potential switch connectivity;
3. Create design drawings and specifications for the fiber scope. Drawings will be developed in AutoCAD based on architectural backgrounds (if available) or aerial photography. Specifications will be developed in standard AIA format in accordance with the county fiber standards;
4. Review schematic bid documents with owner;
5. Incorporate modifications from the owner review into the final documents to be issued for bid;
6. Issue documents to known bidders and bidders who have contacted the County. Prepare advertisement to bid for LESA (and Livingston County) to publish in the local paper and state website;
7. Conduct pre-bid meeting and coordinate building walkthroughs with interested bidders;
8. Preparation of addenda and response to document clarification requests as required through bidding phase;
9. Interview bidders to ensure proposals include the required scope; and
10. Prepare a summary the bids for presentation to the LESA Board of Education for their approval.

Implementation Management:

1. Work with LESA staff to create purchase orders to be used for the awarded bidder;
2. Review contractor performance bonds and insurance;
3. Review installation standards with Livingston County and contractor, and coordinate installation schedule with Livingston County staff;
4. Visit sites with contractor and Owner to review locations and conditions;
5. Conduct update meetings with contractor and provide regular updates to Livingston County and LESA administration (anticipate bi-weekly during planning and implementation and as-required while waiting for permit approvals);
6. Periodic site visits during implementation to review and assess the quality of the installation;

7. Review contractor pay applications for payment by LESA;
8. Facilitate punchlist rideout as the project nears substantial completion; and
9. Assemble close out documents from the contractor for submission to Livingston County and LESA (as-built drawings, test results, etc.).

Client Responsibilities

It is understood that the consortium of Livingston County and LESA will provide the following information and/or assistance to Barton Malow:

1. Establish the goals and budget for the project;
2. Provide architectural drawings for buildings (if available);
3. Assign a staff member from technology services to act as the liaison with building staff;
4. Support the installation contractor as needed during the permit phase (e.g. permit signatures, provide cooperate with Detroit Edison contract extensions and requirements, etc.);
5. Provide access (or means of access) to buildings during implementation;
6. Network electronics including modifications to existing systems to accommodate the new equipment; and
7. Provide cost accounting for the fiber extension.

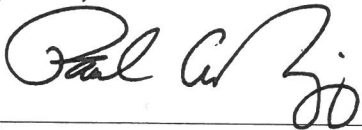
Costs

Barton Malow proposes to provide the above services for a lump sum cost of \$22,350. If the County would like Barton Malow to bid additional fiber segments as part of the base project (e.g. Unadilla Fire, Unadilla Police, etc.) we would only charge the additional time to document those sites estimated at ~\$250-\$500 per site. There would be no additional management costs if the additional work can reasonably be completed during the same schedule as the Putnam Fire project.

Though none are expected, reimbursable costs processed through Barton Malow (e.g. newspaper costs for advertisement to bid) are in addition to the base fee and will be billed at cost. An invoice will be submitted on a quarterly basis or at key milestone dates. If the project extends beyond March 2018 or Livingston County wishes to expand our services, we will negotiate a reasonable extension once the final scope and schedule are set.

Thank you again for the opportunity to continue partnering with Livingston County and LESA. If you have any questions, please call me at (248) 436-5832.

Proposed By:



Paul Twigg, Director
Barton Malow Company

Accepted By:

Livingston County

C: file

RESOLUTION

NO: 2018-11-185

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Authorizing an Agreement with the Michigan Department of Environmental Quality to Conduct Environmental Health Services - Health Department

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) 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 MDEQ; and

WHEREAS, the terms of the agreement shall be in effect October 1, 2018 through September 30, 2019 and partial reimbursement to the LCHD will be made by the MDEQ for covered services.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement between MDEQ and LCHD for the period of October 1, 2018 through September 30, 2019 for services related to:

Program	Amount
Non-Community Public Water	\$114,194
Groundwater Monitoring	\$12,000
Public Swimming Pools	\$2,500
Septage	\$1,550
Public Campgrounds	\$250
Medical Waste	\$5,000
Total	\$135,494

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with the Michigan Department of Environmental Quality for Environmental Health Services at the rate of \$135,494 for the period October 1, 2018 through September 30, 2019.

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.

#

**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

www.lchd.org

PERSONAL/PREVENTIVE HEALTH SERVICES

P: (517) 546-9850

F: (517) 546-6995

ENVIRONMENTAL HEALTH SERVICES

P: (517) 546-9858

F: (517) 546-9853

November 5, 2018

To: Livingston County Board of Commissioners

From: Matt Bolang, Director of Environmental Health

Re: Resolution for MDEQ Contract

The attached resolution establishes the continuation of the agreement with the Michigan Department of Environmental Quality (MDEQ) to conduct environmental health services. The MDEQ provides funding to partially reimburse the county for services covered in the agreement. This resolution establishes the contract for the period October 1, 2018 through September 30, 2019.

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



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



C. HEIDI GREYER
DIRECTOR

October 19, 2018

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) 2019 Local Health Department Grant Agreement (Agreement)

Enclosed for your review and signature is an original copy of the Agreement funding for FY 2019 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; or at Department of Environmental Quality, Drinking Water and Municipal Assistance Division, Administration Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

Sincerely,

Nicole Kiebler
Grant Coordinator
Administration Section
Drinking Water and Municipal Assistance Division

Enclosure



**LOCAL HEALTH DEPARTMENT GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (DEQ), Drinking Water and Municipal Assistance Division (DWMAD) ("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 207 of 2018. This Agreement is subject to the terms and conditions specified herein.

Project Name: Local Health Department Grant
 Amount of grant state: \$116,286.00
 Start Date (date executed by DEQ): October 1, 2018
 [unless alternate date specified]

Amount of grant: \$135,494.00
 Amount of grant federal: \$19,208.00
 End Date: September 30, 2019

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
dmcormick@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 Municipal Assistance 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

 Name/Title

 Date

FOR THE STATE:

 Signature
Eric Oswald, Director, Drinking Water and Municipal Assistance Division
 Name/Title

 Date

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:

Reporting Period	Due Date
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 www.SAM.gov 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 Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

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 DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

XXV. FEDERAL FUNDING REQUIREMENTS

A maximum of \$19,208.00 or 14 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 Environmental Quality, at the following address:

Michigan Department of Environmental Quality
Administration Division-Federal Aid Section
525 W. Allegan Street
Constitution Hall 6th 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 DEQ'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 DEQ 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:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. 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 (number) to (recipient). 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 Environmental Quality 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:

- (b) 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.
- (c) 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.
- (d) 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.
- (e) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (f) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (g) 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 www.epa.gov/osbp.

The recipient agrees to comply with the contract administrations provisions of 40 CRF, 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 \$ 98,804.00; Funding Source: State Restricted for Standard; Amount \$ 94,986.00; Federal Funding for Operator Assistance; Amount \$ 3,818.00. 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 FS975487-17 and the grant is funded with Federal funds from the EPA awarded in 2017. 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 \$ 7,100.00; 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 FS975487-17 and the grant is funded with Federal funds from the EPA awarded in 2017. 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 \$ 8,290.00; 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 FS975487-17 and the grant is funded with Federal funds from the EPA awarded in 2017. 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-00E99309 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 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 \$ 2,500.00; Funding Source: State Restricted

Program E - Septage Waste:

Amount \$ 1,550.00; 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 ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION
NONCOMMUNITY (TYPE II) PUBLIC DRINKING WATER SUPPLY PROGRAM
PROGRAM A**

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

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 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.
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 DEQ 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 the DEQ.
 - 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 DEQ on a quarterly basis. The additional funding source for RTCR-specific work is expected to be available for fiscal year (FY) 2019 only.

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 DEQ 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 DEQ-DWMAD, Environmental Health Section, 2100 West M-32, Gaylord, Michigan 49735-9282. Completed SWA documentation shall be e-mailed to DEQ-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 DEQ-DWMAD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms and participant rosters shall be e-mailed to DEQ-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 DEQ-DWMAD, 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 WaterTrack data entry. Deadline is no later than 15 days following the end of the quarter. After WaterTrack 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. ¹ Payment subject to DEQ 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. ² 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 by the total amount of \$200,000 designated in the set-aside workplan. This allocation is for FY 19 only.	Request for payment is included with the Standard Activity request. ²
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. ³
	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. ⁴
	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.	

¹ E-mail requests for payment to DEQ-WaterTrack@michigan.gov within 15 days after the end of each quarter.

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

³ Capacity Development for new NTNCWS reimbursement is prompted by an e-mail to DEQ-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.

⁴ 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 DEQ-EH@michigan.gov as they are completed, but no later than 15 days after the end of each quarter. Payment subject to DEQ 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, 2018 THROUGH SEPTEMBER 30, 2019**

LOCAL ENTITY	TN	NT	STANDARD AMT	PER QUARTER STD PAYMT	BW	D	F	OPER ASST	RTCR ONE TIME PAYMENT	CONTRACT AMOUNT	LA MAX (as requested)
ALLEGAN	188	44	\$ 49,184	\$ 12,296		8		\$ 1,750	\$ 5,009	\$ 55,942	\$ 2,750
BARRY-EATON	216	35	\$ 49,337	\$ 12,334		5		\$ 1,094	\$ 5,419	\$ 55,850	\$ 2,050
BAY	10	0	\$ 1,537	\$ 384				\$ -	\$ 216	\$ 1,753	\$ 250
BENZIE-LEELANAU	182	21	\$ 37,656	\$ 9,414		14		\$ 3,063	\$ 4,383	\$ 45,101	\$ 1,250
BERRIEN	105	16	\$ 23,516	\$ 5,879		2		\$ 438	\$ 2,612	\$ 26,566	\$ 900
BRNCH-HLLSDL-ST. JOE	197	38	\$ 47,800	\$ 11,950		11		\$ 2,406	\$ 5,073	\$ 55,280	\$ 2,300
CALHOUN	114	32	\$ 32,277	\$ 8,069		1		\$ 219	\$ 3,152	\$ 35,647	\$ 1,950
CENTRAL MICHIGAN	541	72	\$ 116,350	\$ 29,087		10		\$ 2,188	\$ 13,234	\$ 131,771	\$ 4,350
CHIPPEWA	115	8	\$ 21,364	\$ 5,341			1	\$ 938	\$ 2,655	\$ 24,957	\$ 450
DELTA-MENOMINEE	80	14	\$ 18,751	\$ 4,688		3	1	\$ 1,594	\$ 2,029	\$ 22,374	\$ 800
DICKINSON-IRON	39	4	\$ 7,839	\$ 1,960				\$ -	\$ 928	\$ 8,767	\$ 350
DISTRICT 2	287	24	\$ 55,178	\$ 13,794		1		\$ 219	\$ 6,714	\$ 62,111	\$ 1,500
DISTRICT 4	269	26	\$ 53,333	\$ 13,333		1		\$ 219	\$ 6,369	\$ 59,921	\$ 1,600
DISTRICT 10	818	86	\$ 165,380	\$ 41,345		9		\$ 1,969	\$ 19,516	\$ 186,865	\$ 5,250
GENESEE	306	60	\$ 74,697	\$ 18,674	2	35		\$ 7,854	\$ 7,902	\$ 90,453	\$ 3,650
GRAND TRAVERSE	118	17	\$ 25,975	\$ 6,494		1		\$ 219	\$ 2,915	\$ 29,108	\$ 1,050
HURON	77	9	\$ 15,985	\$ 3,996		3	2	\$ 2,531	\$ 1,857	\$ 20,373	\$ 450
INGHAM	79	23	\$ 22,747	\$ 5,687		1	0	\$ 219	\$ 2,202	\$ 25,168	\$ 1,350
IONIA	81	23	\$ 23,055	\$ 5,764		2		\$ 438	\$ 2,245	\$ 25,738	\$ 1,350
JACKSON	178	33	\$ 42,574	\$ 10,644				\$ -	\$ 4,555	\$ 47,130	\$ 2,050
KALAMAZOO	155	22	\$ 33,967	\$ 8,492		4		\$ 875	\$ 3,821	\$ 38,664	\$ 1,250
KENT	283	53	\$ 67,935	\$ 16,984		5		\$ 1,094	\$ 7,254	\$ 76,282	\$ 3,200
LAPEER	231	16	\$ 42,882	\$ 10,720	1	4		\$ 974	\$ 5,332	\$ 49,188	\$ 900
LENAWEE	136	26	\$ 32,891	\$ 8,223		1		\$ 219	\$ 3,497	\$ 36,608	\$ 1,600
LIVINGSTON	267	117	\$ 94,986	\$ 23,746	1	17		\$ 3,818	\$ 8,290	\$ 107,094	\$ 7,100
LMAS	258	13	\$ 45,648	\$ 11,412		7		\$ 1,531	\$ 5,851	\$ 53,030	\$ 800
MACOMB	66	17	\$ 17,983	\$ 4,496		6		\$ 1,313	\$ 1,792	\$ 21,087	\$ 1,050
MARQUETTE	44	12	\$ 12,296	\$ 3,074		3		\$ 656	\$ 1,209	\$ 14,161	\$ 800
MIDLAND	21	7	\$ 6,455	\$ 1,614		2		\$ 438	\$ 604	\$ 7,497	\$ 450
MID-MICHIGAN	259	38	\$ 57,330	\$ 14,332	1	2		\$ 536	\$ 6,412	\$ 64,278	\$ 2,300
MONROE	81	10	\$ 17,061	\$ 4,265		5	1	\$ 2,031	\$ 1,965	\$ 21,056	\$ 700
MUSKEGON	166	22	\$ 35,658	\$ 8,915				\$ -	\$ 4,059	\$ 39,717	\$ 1,250
NWMCHA	410	70	\$ 95,293	\$ 23,823		2		\$ 438	\$ 10,363	\$ 106,093	\$ 4,350
OAKLAND	539	143	\$ 148,780	\$ 37,195		33		\$ 7,219	\$ 14,724	\$ 170,723	\$ 8,550
OTTAWA	169	32	\$ 40,730	\$ 10,183		2		\$ 438	\$ 4,339	\$ 45,507	\$ 1,950
SAGINAW	31	5	\$ 7,070	\$ 1,768				\$ -	\$ 777	\$ 7,847	\$ 350
SAINT CLAIR	84	4	\$ 14,755	\$ 3,689			1	\$ 938	\$ 1,900	\$ 17,592	\$ 350
SANILAC	58	9	\$ 13,064	\$ 3,266		2	1	\$ 1,375	\$ 1,446	\$ 15,886	\$ 450
SHIAWASSEE	109	21	\$ 26,436	\$ 6,609	1	4		\$ 974	\$ 2,807	\$ 30,217	\$ 1,250
TUSCOLA	73	10	\$ 15,831	\$ 3,958				\$ -	\$ 1,792	\$ 17,623	\$ 700
VAN BUREN-CASS	203	23	\$ 41,806	\$ 10,451		1		\$ 219	\$ 4,879	\$ 46,904	\$ 1,350
WASHTENAW	183	49	\$ 50,720	\$ 12,680	1	8		\$ 1,849	\$ 5,009	\$ 57,578	\$ 2,950
WAYNE	11	1	\$ 2,152	\$ 538				\$ -	\$ 259	\$ 2,411	\$ 250
WESTERN UP	118	4	\$ 19,981	\$ 4,995			6	\$ 5,625	\$ 2,634	\$ 28,240	\$ 350
TOTAL	7955	1309	\$ 1,826,245	\$ 456,561	7	215	13	\$ 59,911	\$ 200,000	\$ 2,086,157	\$ 79,900

Allocation Amounts

\$ 153.70	2019 Fiscal Year Reimbursement per Unit
\$ 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 FY19)
\$ 21.59	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

9264 Total Active Systems in WaterTrack as of: 9/25/2018

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 ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
DRINKING WATER LONG-TERM MONITORING PROGRAM
PROGRAM B
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

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 Environmental Quality (DEQ), 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:

MONITORING PERIOD	MINIMUM TIME BETWEEN COLLECTIONS
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, 2019:
 - 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 DEQ, 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 http://www.michigan.gov/deq/0,1607,7-135-3307_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 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 "DEQ CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective DEQ, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other DEQ 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; or at DEQ – 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 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 3, 2019, 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, 2018 THROUGH SEPTEMBER 30, 2019**

Grantee	No. of Counties	Allocation
Allegan	1	\$5,000
Barry-Eaton District	2	\$4,000
Bay	1	\$0
Benzie-Leelanau District	2	\$500
Berrien	1	\$800
Branch-Hillsdale-St. Joseph Community Health	3	\$1,400
Calhoun	1	\$2,600
Central Michigan District	6	\$3,000
Chippewa	1	\$0
Delta & Menominee District	2	\$0
Detroit, City of - Dept. of Health & Wellness	0	\$0
Dickinson-Iron District	2	\$100
District #2	4	\$3,500
District #4	4	\$2,500
District #10	10	\$4,200
Genesee	1	\$1,000
Grand Traverse	1	\$900
Huron	1	\$600
Ingham	1	\$500
Ionia	1	\$500
Jackson	1	\$800
Kalamazoo	1	\$3,700
Kent	1	\$1,900
Lapeer	1	\$0
Lenawee	1	\$500
Livingston	1	\$12,000
Luce-Mackinac-Alger-Schoolcraft District	4	\$100
Macomb	1	\$1,000
Marquette	1	\$200
Midland	1	\$1,800
Mid-Michigan District	3	\$2,200
Monroe	1	\$500
Muskegon	1	\$5,000
Northwest Michigan Community Health Agency	4	\$6,500
Oakland	1	\$35,000
Ottawa	1	\$900
Saginaw	1	\$900
Saint Clair	1	\$0
Sanilac	1	\$300
Shiawassee	1	\$3,000
Tuscola	1	\$1,200
Van Buren/Cass District	2	\$0
Washtenaw	1	\$7,500
Wayne	1	\$0
Western Upper Peninsula District	5	\$300
Totals	83 (+ 1 City)	\$116,250

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
RESOURCE MANAGEMENT DIVISION
GREAT LAKES BEACH MONITORING PROGRAM REQUIREMENTS
PROGRAM C
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

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 DEQ beach monitoring web site at <http://www.deq.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 DEQ beach monitoring web site; 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 the DEQ 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 5 or more sampling events representatively spread over a 30-day period. Each sampling event shall consist of three 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 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. Report the current monitoring plan for each location on the DEQ beach monitoring web site. 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. The DEQ acknowledges that some beaches may have fewer sampling events due to financial limitations.
8. Report location of at least three monitoring points per site on the DEQ beach monitoring web site 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 the DEQ via the web site, the city, village, or township in which the site is located, and the owner or operator. The DEQ beach monitoring web site can calculate daily geometric means and 30-day geometric means as individual results are reported.
9. 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.

10. Report beach sanitary survey results to the DEQ beach monitoring web site.
11. The DEQ is interested 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.
12. A composite sample can be submitted to a lab for testing instead of three 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.
13. 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. Great Lakes Beach & Water Safety Conference, October 23-25, 2018 <https://greatlakesbeachwatersafetyconf.splashthat.com/> Conference rate of \$129 per room ends October 8, 2018.
 - ii. Michigan Environmental Health Association's Annual Education Conference (March 19-21, 2019 at the McCamly Plaza in Battle Creek, Michigan, hotel block open in November 2018) <http://www.meha.net/AEC>
14. 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. The DEQ will provide and maintain the BeachGuard web site for beach monitoring results and notification of beach advisories and closures.

2. The DEQ will assist Grantees with their reporting of beach data for the BeachGuard web site.

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, DEQ, P.O. Box 30458, Lansing, Michigan 48909-7958. The contact person is Shannon Briggs, who can be reached at 517-284-5526 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.

E. 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.

F. 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 2019 LHD GREAT LAKES BEACHES
 BEACH Act funding available is \$171,018**

Local Health Department	No. of Counties	FY19 BEACH Act Allocation
Allegan	1	\$ 5,000
Barry-Eaton District	2	\$ -
Bay	1	\$ 5,464
Benzie-Leelanau District	2	\$ -
Berrien	1	\$ 9,323
Branch-Hillsdale-St. Joseph District	3	\$ -
Calhoun	1	\$ -
Central Michigan District	6	\$ 8,706
Chippewa	1	\$ 6,853
Delta-Menominee District	2	\$ 5,000
Detroit (DNR)	0	\$ -
Dickinson-Iron District	2	\$ -
District #2	4	\$ 10,558
District #4	4	\$ 8,706
District #10	10	\$ 11,485
Genesee	1	\$ -
Grand Traverse	1	\$ -
Holland, City of	0	\$ -
Huron	1	\$ 9,014
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	\$ 9,014
Northwest Michigan Community Health Agency	4	\$ 14,573
Oakland	1	\$ -
Ottawa	1	\$ 7,779
Saginaw	1	\$ -
Saint Clair	1	\$ 9,632
Sanilac	1	\$ 5,000
Shiawassee	1	\$ -
Tuscola	1	\$ -
Van Buren/Cass District	2	\$ 5,000
Washtenaw	1	\$ -
*Watershed Center (Grand Traverse & Benzie-Leelanau)	3	\$ 9,014
Wayne	1	\$ 2,500
Western Upper Peninsula District	5	\$ 8,397
	83 (+3 Cities and +1 Nonprofit)	
Total		\$171,018.00

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION
PUBLIC SWIMMING POOL PROGRAM
PROGRAM D
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

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 2018, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP 1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have submitted the paid appropriate licensing fees for the calendar year 2018 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 2018 with the exception of public swimming pools located at schools. It is acceptable to inspect pools at schools during September or October 2018. Outdoor pools should be inspected during the operating season of May, June, July, or August 2018. 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, 2018.

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, 2019.

D. Requirements - State

By January 29, 2019, 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 2018. 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 DEQ, 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: DEQ, Environmental Health Section – Swimming Pools, P.O. Box 30817, Lansing, Michigan 48909-8311 or emailed to DEQ-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, 2018, 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 Environmental Quality to conduct the initial inspections.	

Payments will be made for those public swimming pools that have all fees paid in full for the 2018 licensing year and an inspection report dated during the calendar year 2018 has been submitted by January 11, 2019.

G. Accountability

The State will furnish periodic status reports to each Grantee indicating the number of license applications, fees, and inspection reports received.

**PROGRAM D - ALLOCATION SCHEDULE
PUBLIC SWIMMING POOL PROGRAM
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

Grantee	No. of Counties	Allocation
Allegan	1	\$3,250
Barry-Eaton District	2	\$2,400
Bay	1	\$1,600
Benzie-Leelanau District	2	\$1,700
Berrien	1	\$5,400
Branch-Hillsdale-St. Joseph District	3	\$1,200
Calhoun	1	\$2,200
Central Michigan District	6	\$4,000
Chippewa	1	\$900
Delta & Menominee District	2	\$800
Detroit, City of - Dept. of Health & Wellness	0	\$3,300
Dickinson-Iron District	2	\$600
District #2	4	\$1,100
District #4	4	\$3,200
District #10	10	\$5,600
Genesee	1	\$5,000
Grand Traverse	1	\$3,100
Huron	1	\$800
Ingham	1	\$5,500
Ionia	1	\$500
Jackson	1	\$1,600
Kalamazoo	1	\$5,600
Kent	1	\$13,000
Lapeer	1	\$700
Lenawee	1	\$800
Livingston	1	\$2,500
Luce-Mackinac-Alger-Schoolcraft District	4	\$2,500
Macomb	1	\$11,000
Marquette	1	\$1,200
Midland	3	\$1,500
Mid-Michigan District	1	\$1,600
Monroe	1	\$2,500
Public Health - Muskegon County	1	\$3,100
Northwest Michigan Community Health Agency	4	\$6,050
Oakland	1	\$30,000
Ottawa	1	\$6,300
Saginaw	1	\$3,500
Saint Clair	1	\$2,200
Sanilac	1	\$200
Shiawassee	1	\$500
Tuscola	1	\$200
University of Michigan*	1	\$0
Van Buren/Cass District	2	\$2,500
Washtenaw	1	\$8,000
Wayne	1	\$18,000
Wayne State University	0	\$250
Western Upper Peninsula District	5	\$1,100
Total	83 (+ 1 city & 1 Univ)	\$ 178,550

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION
SEPTAGE WASTE PROGRAM
PROGRAM E
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

A. Statement of Purpose

This agreement is intended to establish a payment schedule to the Local Entity for an initial septage waste land site inspection, annual land site inspection, septage waste 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 Environmental Quality (DEQ) will reimburse the Local Entity on an annual lump sum basis according to the following criteria:

Initial inspection of a septage land disposal site (per site)	\$500.00
Annual DEQ authorized "active" land disposal site inspection (per site) includes DEQ authorized septage waste storage facility inspection	\$430.00
Annual or initial inspection of septage vehicles (per vehicle)	\$50.00
DEQ 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 disposal sites will be made for one inspection of each site. Please note that each site may contain more than one disposal location otherwise known as a "field." The disposal site inspection and reimbursement payment include inspection of the DEQ authorized septage waste storage facility (if applicable).

Annual payment for septage waste 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 a DEQ Septage Waste Program document entitled, "Fiscal Year 2019 Enforcement Policy."
2. The Local Entity shall conduct inspections of all DEQ licensed septage waste land disposal sites and septage waste vehicles on an annual basis in accordance with Part 117 and as established in a DEQ Septage Waste Program document entitled, "Fiscal Year 2019 Compliance Inspection Policy." The Local Entity shall use the DEQ online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by the DEQ posted on the Septage Program website.

3. The DEQ 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 the DEQ Septage Program within 2 weeks from the date of receipt of DEQ notification. The inspections are conducted to verify that the new sites, the new septage waste vehicles, and the servicing methods are in compliance with part 117. The Local Entity shall use current inspection forms provided by the DEQ posted on the Septage Program website. **Payment shall not be made for inspections performed and/or inspection forms submitted more than 2 weeks from the date the inspection request is sent to the Local Entity by the DEQ.**
4. The Local Entity shall conduct annual inspections of all DEQ authorized septage waste receiving facilities in their jurisdiction using current inspection forms provided by the DEQ.
5. The Local Entity shall conduct inspections of all DEQ authorized septage waste storage facilities on an annual basis. The Local Entity shall use current inspection forms provided by the DEQ posted on the Septage Program website.
6. The Local Entity shall submit inspection tracking reports on a quarterly basis using the form provided by the DEQ. 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 Waste Program website at www.michigan.gov/deqseptage.
7. The Local Entity shall **complete all inspections no later than August 30, 2019** and shall **submit the Request for Payment (RFP) to the Septage Waste Program no later than September 16, 2019.**
8. The Local Entity shall make the RFP in writing and include an alphabetical list of all licensed septage waste 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 2019 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

The DEQ shall provide a current list of permitted land disposal 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. The DEQ shall provide up to date license application materials on the program website available under *Downloads*.
2. The DEQ 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. The DEQ shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on *Health Department Information* located under *Program Forms/Downloads*. The inspection forms include:

- a. Existing Land Site Inspection Form (EQP 5900);
 - b. New Land Site Inspection Form (EQP 5970);
 - c. Cropping Plan Review Form (EQP 5928);
 - d. Septage Waste Program Vehicle Inspection Form (EQP 5901);
 - e. Septage Waste Receiving Facility Inspection Form (EQP 5911);
 - f. Septage Waste Storage Facility Inspection Form (EQP 5966).
4. The DEQ 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. The DEQ 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. The DEQ 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. The DEQ 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. The DEQ shall provide program updates and information via the program website's *Septage Program FAQs*' (Frequently Asked Questions) and informational mailings. The Local Entity will be copied on memos and letters issued to licensed septage waste businesses.

E. Performance/Progress Report Requirements

Quarterly reports and year-end RFP submissions should be sent to: Drinking Water and Municipal Assistance Division, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. The contact person is the Septage Waste 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 (EQP 5900, EQP 5901, and EQP 5911).

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 17, 2019. The reimbursement request shall be sent to: Administration Section, Drinking Water and Municipal Assistance Division, DEQ, P.O. Box 30817, Lansing, MI 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 WASTE PROGRAM
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

Grantee	No. of Counties	Allocation
Allegan	1	\$2,700
Barry-Eaton District	2	\$1,800
Bay	1	\$550
Benzie-Leelanau District	2	\$4,000
Berrien	1	\$2,250
Branch-Hillsdale-St. Joseph Community Health	3	\$2,750
Calhoun	1	\$3,100
Central Michigan District	6	\$8,350
Chippewa	1	\$3,200
Delta-Menominee District	2	\$4,300
Detroit, City of - Dept. of Health & Wellness*	0	\$0
Dickinson-Iron District	2	\$500
District #2	4	\$4,500
District #4	4	\$7,300
District #10	10	\$11,000
Genesee*	1	\$0
Grand Traverse	1	\$800
Huron	1	\$2,600
Ingham*	1	\$0
Ionia	1	\$500
Jackson	1	\$1,000
Kalamazoo*	1	\$0
Kent*	1	\$0
Lapeer*	1	\$0
Lenawee	1	\$1,850
Livingston	1	\$1,550
Luce-Mackinac-Alger-Schoolcraft District	4	\$2,500
Macomb	1	\$800
Marquette	1	\$1,700
Midland	1	\$650
Mid-Michigan District	3	\$6,300
Monroe	1	\$2,700
Muskegon	1	\$1,700
Northwest Michigan Community Health Agency	4	\$10,200
Oakland	1	\$3,400
Ottawa	1	\$2,000
Saginaw	1	\$2,200
Saint Clair	1	\$2,000
Sanilac*	1	\$0
Shiawassee	1	\$1,950
Tuscola	1	\$200
Van Buren/Cass District	2	\$3,500
Washtenaw	1	\$1,000
Wayne	1	\$1,500
Western Upper Peninsula District	5	\$1,600
Total	83 (+ 1 City)	\$110,500

*Indicates LHDs that are not under contract with the DEQ.

Note that this does not include estimates for residential and industrial sites

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION
CAMPGROUND PROGRAM
PROGRAM H
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

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, 2019.

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, 2019.

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, 2019, the State will provide the Grantee with a list of their annual campground inspections for the year ending September 30, 2018. The State will provide the Grantee a 30-day period to edit the list as needed.

By March 1, 2019, the State will provide the Grantee with a list of issued temporary campground licenses for the year ending September 30, 2018. 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 <http://www.michigan.gov/deqcampgrounds> 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; or at DEQ, Drinking Water and Municipal Assistance 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: DEQ, Drinking Water and Municipal Assistance Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311 or scan and E-mail to DEQ-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, 2019.

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, 2018.

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, 2018 THROUGH SEPTEMBER 30, 2019**

Grantee	No. of Counties	No. of CGs	Allocation
Allegan	1	28	\$700
Barry-Eaton District	2	32	\$800
Bay	1	8	\$200
Benzie-Leelanau District	2	30	\$750
Berrien	1	17	\$425
Branch-Hillsdale-St. Joseph Community Health	3	63	\$1,575
Calhoun	1	14	\$350
Central Michigan District	6	97	\$2,425
Chippewa	1	26	\$650
Delta & Menominee District	2	23	\$575
Detroit, City of - Dept. of Health & Wellness	1 (city)	2	\$50
Dickinson-Iron District	2	24	\$600
District #2	4	56	\$1,400
District #4	4	57	\$1,425
District #10	10	240	\$6,000
Genesee	1	9	\$225
Grand Traverse	1	22	\$550
Huron	1	29	\$725
Ingham	1	9	\$225
Ionia	1	10	\$250
Jackson	1	28	\$700
Kalamazoo	1	8	\$200
Kent	1	18	\$450
Lapeer	1	19	\$475
Lenawee	1	18	\$450
Livingston	1	10	\$250
Luce-Mackinac-Alger-Schoolcraft District	4	76	\$1,900
Macomb	1	4	\$100
Marquette	1	20	\$500
Midland	1	8	\$200
Mid-Michigan District	3	30	\$750
Monroe	1	16	\$400
Muskegon	1	22	\$550
Northwest Michigan Community Health Agency	4	50	\$1,250
Oakland	1	21	\$525
Ottawa	1	22	\$550
Saginaw	1	8	\$200
Saint Clair	1	16	\$400
Sanilac	1	12	\$300
Shiawassee	1	8	\$200
Tuscola	1	10	\$250
Van Buren-Cass District	2	54	\$1,350
Washtenaw	1	12	\$300
Wayne	1	6	\$150
Western Upper Peninsula District	5	43	\$1,075
Totals	83 (+ 1 City)	1,335	\$33,375

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
WASTE MANAGEMENT AND RADIOLOGICAL PROTECTION DIVISION
MEDICAL WASTE REGULATORY PROGRAM**

**PROGRAM I
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

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 work station 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 DEQ staff at the discretion of the LHD.</p>	<p>I. \$50.00 for any 'no site visit' contact consultations (mail, phone, etc.) and documentation of compliance verification or referral to DEQ as indicated for continued failure to comply. (*see below)</p> <p>II. \$100.00 for a follow-up site visit (announced or unannounced) and documentation of compliance verification or referral to DEQ as indicated for continued noncompliance. (*see below)</p>
	<p>* This activity will not be performed by District Health Department # 2 as they are new participants in FY 2019 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>\$300.00 per successful establishment of each new program and subsequent relay of program specifics to DEQ for addition to the DEQ program Web site.</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 the DEQ. 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 DEQ program staff.</p> <p><i>This activity requires prior authorization from the DEQ and/or may be performed due to a request initiated by the DEQ to the LHD.</i></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 DEQ 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</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 \$2,000.00 for all participating LHDs.</p>

<p>Hospital Association, etc. This list is not all-inclusive.</p> <p><i>This activity requires prior authorization from the DEQ.</i></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, which require consultation and approval from the DEQ 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 of 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 *2019 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*
9. Activities shall be performed by May 31, 2019.
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 the DEQ of follow-up inspections of facilities that were inspected in previous years that failed 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 *2019 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*, to the State by no later than June 30, 2019, for reimbursement.

D. Requirements - State

1. The State shall provide the current inspection form, "Medical Waste Producing Facility Inspection Report" (EQP 1756), initial registration applications, and reference materials for the MWRP on the Web page.
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. The DEQ 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 Andrew Shannon, who may be reached at 517-230-9800; at shanna1@michigan.gov; or at Department of Environmental Quality, Waste Management and Radiological Protection Division, Medical Waste Regulatory Program, Grand Rapids District Office, 350 Ottawa Avenue NW, 6th Floor #10, Grand Rapids, Michigan 49503.

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 the DEQ/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, 2019, 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, 2019, to DEQ - Office of Waste Management and Radiological Protection, 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 *2019 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 DEQ as described in the Activities above will be submitted as needed.

FY 2019 ALLOCATION SCHEDULE - MEDICAL WASTE PROGRAM: APPENDIX I

LOCAL HEALTH DEPARTMENT	GRANT FEE ALLOCATION
BARRY-EATON DISTRICT HEALTH DEPARTMENT	\$5,000
BRANCH-HILLSDALE-ST JOSEPH DISTRICT HEALTH DEPARTMENT	\$5,000
DISTRICT HEALTH DEPARTMENT NUMBER 2	\$5,000
DISTRICT HEALTH DEPARTMENT NUMBER 10	\$5,000
KENT COUNTY HEALTH DEPARTMENT	\$10,000
LIVINGSTON COUNTY HEALTH DEPARTMENT	\$5,000
MID MICHIGAN DISTRICT HEALTH DEPARTMENT	\$5,000
MUSKEGON PUBLIC HEALTH DIVISION	\$5,000
OAKLAND COUNTY PUBLIC HEALTH DIVISION	\$25,000
TOTAL	\$70,000

RESOLUTION

NO: 2018-11-186

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Authorizing an Addition to Programs and Funding to the 2019 Comprehensive Health Services Contract - Health Department

WHEREAS, Resolution #2018-08-138 authorized a contract with the Michigan Department of Health and Human Services (MDHHS) to partially reimburse the Livingston County Health Department (LCHD) for various programs; and

WHEREAS, the Resolution required Board approval for any deletions or additions of programs; and

WHEREAS, LCHD has been approached by MDHHS to add vector-borne disease surveillance and prevention activities to the contract; and

WHEREAS, MDHHS will reimburse LCHD up to \$8,125 for these activities; and

WHEREAS, LCHD has past experience with surveillance and outreach activities in response to West Nile and Zika Virus vectors; and

WHEREAS, collaborative efforts with state agencies with respect to disease surveillance is one of the Health Department’s core functions; and

WHEREAS, the funding for surveillance activities will cover the costs to providing the services.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with the Michigan Department of Health and Human Services for activities related to the Vector-Disease Surveillance and Prevention Project at the rate of \$8,125 for the period of April 1, 2019 through September 30, 2019.

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

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Health Officer to electronically sign this agreement, and any future amendments for monetary and contract language adjustments upon review and approval by Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY HEALTH DEPARTMENT

2300 East Grand River Avenue, Suite 102

Howell, Michigan 48843-7578

www.lchd.org

PERSONAL/PREVENTIVE HEALTH SERVICES

P: (517) 546-9850

F: (517) 546-6995

ENVIRONMENTAL HEALTH SERVICES

P: (517) 546-9858

F: (517) 546-9853

November 6, 2018

To: Livingston County Board of Commissioners

From: Matt Bolang, Director of Environmental Health

Re: Resolution for participating in the Vector-Borne Disease Surveillance and Prevention Project

The attached resolution would enable LCHD to participate in surveillance and prevention activities related to disease vectors, primarily mosquitoes and ticks through a partnership with the Michigan Department of Health and Human Services (MDHHS). The funding for surveillance activities is limited to \$8,125 and will cover the costs for activities related to the program. If supported, this program will be added to our Comprehensive Health Services agreement that was approved through Resolution #2018-08-134.

LCHD has historically worked with MDHHS monitoring mosquitoes for potential human viruses, most recently West Nile and Zika. LCHD, along with a few other Michigan health departments, will provide mosquito and tick monitoring data to MDHHS as part of a surveillance system that will better prepare our community if local vector-borne risk of transmission is present.

I recommend that the Board approve the attached resolution allowing LCHD to participate in vector-borne disease surveillance and prevention activities in partnership with MDHHS.

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

VECTOR-BORNE DISEASE SURVEILLANCE & PREVENTION PROJECT

Special Requirements

BUDGET AND AGREEMENT REQUIREMENTS

This agreement is intended to support a low-cost surveillance system for, 1) the early detection of invasive *Aedes* mosquito vectors for the purpose of preventing potential local virus transmission, and 2) to support surveillance for populations of ticks capable of transmitting Lyme disease or other pathogens. This information can be utilized by participating local health departments to notify its citizens of any local transmission risk using education campaigns, and to potentially work with local municipalities to conduct vector control, breeding site removal, or landscape modification. Requirements for participation in this program include providing for the placement of a minimum number of mosquito traps, operating for at least five “trap nights” per week, identifying mosquitoes, and conducting targeted tick “drags” (Table 1). Weekly reporting to MDHHS of surveillance results is also required (Total award \$8,125).

ELIGIBLE HEALTH DEPARTMENTS

County eligibility for this project is limited to counties that previously participated in Zika Mosquito Surveillance and Community Support projects during the 2017 season.

Health Department List:

Allegan; Berrien; Branch/Hillsdale/St. Joseph CHA; Calhoun; City of Detroit; Jackson; Kalamazoo; Kent; Lenawee; Livingston; Macomb; Monroe; Muskegon; Newaygo; Oakland; Oceana; Ottawa; St. Clair; Van Buren/Cass District; Washtenaw; Wayne

GRANTEE REQUIREMENTS

Each local health department as a sub-recipient of the State of Michigan Emerging Public Health Funds shall conduct activities for the purposes of mosquito and tick surveillance in their jurisdiction. For mosquito surveillance, funds may be used to support personnel, to purchase equipment and supplies related to conducting mosquito surveillance in areas of historically high incidence of WNV, and to produce and/or distribute educational and other materials related to mosquito-borne disease prevention and control. For tick surveillance, funds may be used to support personnel, to purchase equipment and supplies, and to produce and/or distribute educational and other materials related to tick-borne disease prevention and control.

Activities can be conducted according to the needs of the local jurisdiction but must conform to the point allocation formula in the table below. Each activity listed is awarded 2 points and a local jurisdiction must accumulate at least 64 points during the funded timeframe (April 1-Sept.30). Mosquito surveillance and tick surveillance have required minimum efforts totaling 34 points (recipients must set 5-BG traps for 24hrs each week x16 weeks and drag two total locations in the county). The remainder of the required points (30 points) may be accomplished according to the needs of the local health department. For instance, if mosquitoes are more of a concern in the jurisdiction, the funded LHD can focus its efforts on mosquito surveillance, educational activities, etc. If ticks are more of a concern in the jurisdiction, the funded LHD can focus its efforts on tick surveillance, educational activities, etc.

Table 1. Local Health Department VBD Surveillance Project, Point Allocation Formula

Activity	Points	Required Points/No. Weeks	Total Points	Metric Evaluation Method
5 BG-2 mosquito traps placed for 24-hour period	2	32/16	At least 32	Data submitted to MosquitoNET (CDC)
Tick drags at 2-locations (1000 meters dragged/location)	2	2/1	At least 2	Data submitted to ArboNET (CDC)
Educational outreach activity/event	2			Report to MDHHS
Press release	2			Report to MDHHS
Coordination of control efforts with local municipalities/other prevention efforts	2			Report to MDHHS
			Total Points: Must equal at least 64	

DEPARTMENT REQUIREMENTS

The Michigan Department of Health and Human Services (MDHHS) Emerging & Zoonotic Infectious Diseases (EZID) Section will provide subrecipients with the following support:

- 2-day, expense paid training for 2-staff associated with the project (Spring 2019)
- Trapping equipment necessary to collect mosquitoes and ticks (traps, drags, tubes, batteries, chargers)
- Entomologic and epidemiologic support to guide trapping efforts

GRANTEE SPECIFIC REQUIREMENTS

Vector Surveillance (\$8,125):

1. Minimum recommended mosquito and tick surveillance effort according to the point formula in Table 1 (above) for 16 weeks.
2. Provide weekly reporting of surveillance results to MDHHS EZID Section (see contact information below).
3. Use surveillance data to notify the public of risks related to vector borne disease in mosquitoes or ticks in the jurisdiction.
4. The total funds (\$8,125) allocated for this project to participating local health departments must be utilized prior to September 30, 2019.

REPORTING REQUIREMENTS

Quarterly financial status reports (FSR's) will be required for this new project. Due dates and periods covered are listed below:

Activity Period:	FSR Due:
Jan 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – Sept 30	October 15

VBD SURVEILLANCE AND PREVENTION PROJECT ANNOUNCEMENT - APPENDIX A

The subrecipient shall submit weekly tables of surveillance data (template will be provided) documenting trap rates and disease detections to Erik Foster (fostere@michigan.gov), Jennifer Sidge (sidgej@michigan.gov) and Kim Signs (signsk@michigan.gov) at the MDHHS EZID Section.



STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
LANSING

RICK SNYDER
GOVERNOR

NICK LYON
DIRECTOR

October 29, 2018

To: Health Officers, Environmental Health Directors, Michigan Local Health Departments

From: Kimberly Signs, DVM, Zoonotic & Vectorborne Disease Epidemiologist
Jennifer Sidge, DVM, PhD, Medical Ecologist
Erik Foster, MS, BCE, Medical Entomologist
Emerging and Zoonotic Infectious Disease (EZID) Section

SUBJECT: New Opportunity for Funding: Vector-Borne Disease Surveillance & Prevention

Thank you for your previous participation in the 2017 Zika Mosquito Surveillance Project. A new opportunity is available for eligible local health departments through the Michigan Department of Health and Human Services (MDHHS) Comprehensive Agreement with Michigan Local Health Departments (LHD) for a program titled "Vector-Borne Disease Surveillance and Prevention." These funds have been awarded to the MDHHS EZID Section through the State of Michigan Emerging Public Health fund. The intent of this new program is: 1) to continue to support a low-cost surveillance system geared toward identifying populations of *Aedes* species mosquitoes (*Ae. aegypti* and *Ae. albopictus*) that can transmit Zika and other viruses; 2) to support surveillance for populations of ticks capable of transmitting Lyme disease or other pathogens. Funds may also be used to support community projects aimed at educating the public regarding mosquito-borne disease prevention, mosquito control, and tick-borne disease prevention.

In 2017 and 2018, Michigan identified the first introduction in the state of *Ae. albopictus* mosquitoes in two commercial tire distribution locations in Wayne County, and recent identifications of *Ae. albopictus* mosquitoes in the region raises questions of potential Zika vector survival in Michigan. Developing a systematic mosquito surveillance system among Michigan local health departments will help to better prepare communities if the establishment of these species is imminent, or if local mosquito-borne transmission risk is present.

In addition, based upon human case surveillance, citizen submitted ticks, and targeted field surveillance for *Ixodes scapularis* ticks in Michigan, we know that Lyme disease risk is increasing as tick populations continue to emerge. This program provides for flexible funding to allow local health jurisdictions to prioritize mosquito or tick surveillance to determine vector-borne disease risk in their individual areas.

Funds available through this opportunity will support LHD staff or intern time, equipment, and travel costs associated with mosquito and tick surveillance, as well as community education development and outreach. It is anticipated that this funding will be available to eligible local health departments from April 1, 2019 to September 30, 2019 with an option to renew for 2020. In addition, the MDHHS EZID Section is in the process of planning for a comprehensive mosquito/tick surveillance training in the Spring of 2019. This training will be held regionally and offered to two permanent LHD staff per health jurisdiction. It is anticipated that this training will be a two-day field course, including vector-borne disease ecology, mosquito and tick trapping/sampling methods, and mosquito and tick identification training. Watch for future announcements for this opportunity.

Information from mosquito and tick surveillance will be collated in real time with national data to systematically map the distribution of potential mosquito and tick vectors by county. If the species are discovered, this information can then be utilized by participating local health departments and the MDHHS to conduct appropriate and timely intervention activities including increased education, press releases, and development of community interventions.

A total of \$8,125 will be allocated to each listed Michigan local health department and will be available through the Comprehensive Planning, Budgeting, and Contracting for Michigan Local Health Departments (CPBC) program for

the period of April 1, 2019 to September 30, 2019, with an option to renew in 2020. Funds may be used according to the guidelines provided in Appendix A.

The Michigan Department of Health and Human Services (MDHHS) will provide: 1) specialized mosquito traps (BG Sentinel 2 distributed in 2017), tick drag cloths, collection tubes; 2) a comprehensive training session in the Spring of 2019 for staff on mosquito sorting, identification, trap operation and placement, as well as tick collection methods and identification. To assure success of the program, the MDHHS will also provide GIS mapping support and individual consultation and support to counties, as needed, to improve and focus their surveillance efforts. Participating health departments will be required to submit weekly project surveillance data to the MDHHS, and plan to utilize the information to target education and prevention activities within their communities.

Please submit a brief letter of intent if your health jurisdiction is interested in participating in this project (see Appendix A). The letter of intent should include the jurisdiction name, key points of contact (Health Officer, environmental health staff, financial officers), and statement of intent to participate for 2019. Send letters to Erik Foster (fostere@michigan.gov), Jennifer Sidge (sidgej@michigan.gov) and Kim Signs (signsk@michigan.gov) by close of business November 16, 2018.

An informational webinar/conference-call will be hosted by MDHHS in January, 2019 for those counties that choose to be funded to further refine specifics of the program. Funds for this project will be available beginning April 1, 2019 and will be distributed in 5 monthly installments. All funds must be spent by the end of the grant period, September 30, 2019, and two quarterly FSR's must be completed in EGrAMS (see reporting schedule in Appendix A)

If you have any questions about this project, contact Kim Signs, Jennifer Sidge, or Erik Foster at 517-335-8165.

Cc: Sarah Lyon-Callo
Mary Grace Stobierski
Orlando Todd

Attachment: Appendix A

RESOLUTION

NO: 2018-11-187

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Authorizing an Agreement with Huron Valley Ambulance/Emergent Health Partners to Provide a Paramedic Education Program in Cooperation with Livingston County EMS - Emergency Medical Services

WHEREAS, Livingston County EMS has a need for a Paramedic program; and

WHEREAS, Livingston County currently does not have a Paramedic program in Livingston County; and

WHEREAS, Huron Valley Ambulance has agreed to provide a Paramedic Program through it's distance learning program; and,

WHEREAS, Huron Valley Ambulance was the only provider available with this type of Paramedic Program; and

WHEREAS, Livingston County EMS will provide and EMS Instructor onsite during program hours; and

WHEREAS, Huron Valley Ambulance will reimburse Livingston County EMS Fifty Percent (50%) of the tuition charged to the students to cover instructors costs.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with Huron Valley Ambulance for Providing a Paramedic Program in cooperation with Livingston County EMS and reimbursing Livingston County EMS for fifty percent of the student tuition.

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:**



Memorandum

To: Livingston County Board of Commissioners
From: Jeffrey R Boyd, Director
Date: 10/17/2018
Re: Paramedic Program

As many of you already know Paramedic recruitment and retention is a national issue in the EMS industry. One of many key pieces to solving the recruitment and retention puzzle is to establish programs that keep local talent in the community. Through a cooperative public/private partnership our team has successfully found a way to host a paramedic program here in Livingston County.

The Paramedic class will be every Wednesday hosted here in our building through distance learning program hosted by Huron Valley Ambulance. Livingston County EMS will provide one State licensed instructor coordinator onsite for the class. Fifty percent of tuition charged to the students will come back to Livingston County EMS to cover the costs of the instructor's time.

This is an outstanding opportunity for the residents of Livingston County, a great opportunity to use the training space and a wonderful community benefit. The program is also an excellent opportunity for the high school EMT class. The EMT class is already in our building and this will be a natural transition for those students seeking a lifelong career in EMS. This program also boasts one of the highest Paramedic program pass rates in the State of Michigan. Class starts first week of January and is 13 months long.

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

RESOLUTION

NO: 2018-11-188

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Authorizing an Agreement with the Regents of the University of Michigan for Participation in an EMS Fellowship Program - Emergency Medical Services

WHEREAS, The University of Michigan has approached Livingston County EMS to enter into an agreement to all EMS Fellows to ride in the ambulance; and

WHEREAS, the goal of an EMS Fellowship is to provide fellows with the skills necessary to become outstanding academic leaders in the field of emergency medical services; and

WHEREAS, the duration of a fellowship is one year; and

WHEREAS, the EMS Fellows will ride along with the ALS crews for their fellowship experience; and

WHEREAS, the Washtenaw Livingston Medical Control Authority has extended privileges to fellows in prehospital care; and

WHEREAS, the agreement commences on July 1, 2020 and will remain in effect for five years; and

WHEREAS, there is no cost for this program.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize entering into an agreement with The Regents of the University of Michigan.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners be authorized to sign the above-referenced agreement upon approval as to form by Civil Counsel.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Jeffrey R Boyd, Director
Date: 10/22/2018
Re: Paramedic Program

The University of Michigan Hospital is developing an EMS Fellowship program. This is program allows for Emergency Room Physicians to go beyond their in-hospital care and become experts in pre-hospital care. The Washtenaw Livingston Medical Control Authority has protocols in place that allow for fellows to participate in prehospital care graduated for years of experience.

Having this level of expertise at the University of Michigan benefits the community and Livingston County EMS. As our industry grows and changes this unique group of individuals will be on the cutting edge of pre-hospital care.

If you have any questions regarding this matter, please contact me.

RESOLUTION

NO: 2018-11-189

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution to Amend the Livingston County Procurement Policy – Fiscal Services

WHEREAS, Livingston County last amended the Purchasing Policy in September 2013 (Resolution #2013-09-278); and

WHEREAS, several areas need to be updated and/or revised for clarification as well as, a federal requirement to incorporate the Super Circular federal grant requirements within the County's Procurement Policy before year end; and

WHEREAS, based upon the review and recommendation from both CoPro+ and County civil counsel, the current policy has been reorganized and several aspects of the policy were clarified to both be in alignment with the grant requirements and the current vision for the procurement function; and

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

- The Purchasing Policy has been renamed as the Procurement Policy. Based on the recommendation of CoPro+, all references to 'purchasing' have been removed and replaced with 'procurement' which highlights the County's transition from a transactional to strategic view of this function.
- The Procurement Policy has been reorganized into four (4) sections to be in alignment with the both the Uniform Commercial Code Procurement Code and Federal Acquisition Requirements.
- Section 1: Procurement Policy & Authority
 - Revised the Procurement Requirements table to require purchase orders at the \$3,000 threshold. This revision is in alignment with the current signing authority of the departmental leadership.
 - To incorporate and be in alignment with the recently revised Budget Policy, Budgeted Line Item Detail was added. For items described within the budget line item detail under the \$100,000 threshold, the County Administrator or Deputy County Administrator/Financial Officer will be authorized to purchase or enter into contract if the item is included in the adopted annual operating budget.
 - The Purchasing Department reference within the table has been removed in recognition of the reorganization and creation of the Fiscal Services Department (resolution reference).
 - Item G: Exempted Purchases has been revised to explain that renewals previously approved by the Board of Commissioners are exempt and clarify the process for instances that are not outlined within Item G may be approved by a majority vote by the Board of Commissioners unless required by law.
- Section 2: Source Selection & Contract Formation
 - Source Selection & Contract Formation has been revised with clarifying language describing the Competitive bid process and the difference between a single source and sole source procurement.

- The Sole Source Form has been revised based upon the clarifications in Section 2.
- Section 3: Ethics in Public Contracting
 - Ethics in Public Contracting has been added with General Ethical Standards for employees and non-employees.
- Section 4: Procurement Definitions
 - Definitions have been revised to match NIGP standard definitions and organized in alphabetical order.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopts the Procurement Policy and Procedures Manual, as amended and attached, to be effective with the approval of this resolution.

BE IT FURTHER RESOLVED that said amended Procurement Policy and Procedures Manual supersedes any and all other polices in effect for Livingston County regarding the subject matter contained therein.

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MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY PROCUREMENT POLICY

RESOLUTION #2018-11-XXX

LIVINGSTON COUNTY, MICHIGAN

APPROVED: 11.19.18

RESOLUTION #2013-09-278

APPROVED: 9.16.13

RESOLUTION #801-261

APPROVED: 8.27.01

RESOLUTION #400-101

APPROVED: 4.11.00

SECTION 1. PROCUREMENT POLICY & AUTHORITY

A. POLICY

This policy is to establish standards for the purchase of goods and services with public funds such that the County is able to preserve and enhance public trust by maximizing the **purchasing** procurement value of public dollars by engaging in **purchasing** procurement activities that are fair and equitable.

B. STATUTORY AUTHORITY

The Board of Commissioners (Board) may establish rules and regulations to manage the interest and business of the County. See: MCL 46.11(m); Act 156 of 1851, as amended.

C. PURPOSE AND APPLICATION OF POLICY

The purpose of this policy is to establish a uniform procurement process for Livingston County Elected Officials, Department Directors and employees.

D. EXCLUSIONS

- i. The general terms of intergovernmental contracts or agreements (between the County, other governmental entities, or non-profit organizations) are not subject to the requirements of this policy but may be subject to prior Board approval if unusual (specialized) in nature.
- ii. **Purchases-Procurements** completed through the utilization of a joint **purchasing procurement** program, established by the State or another local unit of government which operates a cooperative **purchasing procurement** program if it is determined to be cost-effective, and in the County's best interest (for example, MIDEAL and CoPro+).
- iii. In the event of an emergency, the County Administrator **is statutorily enabled** to authorize and effectuate the necessary **purchases procurements**, which must then be ratified by the Board.
- iv. The Board reserves the authority to waive any regulations or procedures pertaining to **purchasing procurement** contained in this Policy, if the Board deems it is in the best interest of the County to do so.

E. IMPLEMENTATION AUTHORITY

- i. The County Board of Commissioners authorizes the County Administrator, or his/her designee, to effectuate the creation or change of any procedures necessary to implement the Policy.

ii. Elected Officials, Department Directors, and immediate supervisors are responsible for ensuring that the procurement process is followed under this policy and certify so by approving requisitions via workflow authorization in the County’s MUNIS system. Failure to comply with the policy can result in the claim for the purchase being adjusted or disallowed by the Board, and the claim not being paid by the County.

F. PROCUREMENT REQUIREMENTS

The Board of Commissioners has established the following requirements for the various levels of **purchases procurements**. Funds must be budgeted in the appropriate line item PRIOR to purchase. Additional guidance relating to these requirements is included in the “Procedures for **Purchasing Procurement**”.

AMOUNT OF PURCHASE	CONTACT TO INITIATE PURCHASE	TYPE OF QUOTE NEEDED	REQUISITION / PURCHASE ORDER	AWARD AUTHORIZATION REQUIRED BY
\$50 AND UNDER / PETTY CASH	DEPARTMENT DIRECTOR / ELECTED OFFICIAL	N/A	N/A	DEPARTMENT DIRECTOR / ELECTED OFFICIAL
\$3,000 OR LESS	DEPARTMENT DIRECTOR / ELECTED OFFICIAL	N/A	N/A	DEPARTMENT DIRECTOR / ELECTED OFFICIAL
\$3,000.01 - \$25,000	PROCUREMENT COORDINATOR FISCAL SERVICES DEPARTMENT	DOCUMENTED, WRITTEN, SEALED BIDS, RFP OR, QBS	REQUISITION/ PURCHASE ORDER REQUIRED	COUNTY ADMINISTRATOR OR DESIGNEE
\$25,000 - \$100,000 *PLANNED: BUDGETED	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	COUNTY ADMINISTRATOR OR DESIGNEE
\$25,000 - \$100,000 NON BUDGETED	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	BOARD OF COMMISSIONERS
OVER \$100,000	FISCAL SERVICES	SEALED BIDS, RFP, OR QBS	REQUISITION/ PURCHASE ORDER/CONTRACT REQUIRED	BOARD OF COMMISSIONERS
RECEIVING	DEPARTMENT DIRECTORS & ELECTED OFFICIALS ARE RESPONSIBLE FOR DETERMINING THE PROPER QUANTITY AND QUALITY OF GOODS RECEIVED BEFORE FORWARDING THE INVOICE FOR PAYMENT BY THE COUNTY.			

* **Budgeted Line item detail:** On January 1 of each year, Departments with items under \$100,000 with line item detail deemed sufficient by the County Administrator or Deputy County Administrator/Financial Officer, will be authorized to purchase or enter into contract if the item is included in the adopted annual operating budget. The County Administrator is authorized to sign any contracts and purchase orders related to these items.

Variances from the original budgeted amount that are greater than 10 percent, or \$25,000, whichever is lower, will require Board authorization prior to purchase or entering into contract. Variances less than 10 percent, or \$25,000, may be approved by the County Administrator. **Purchasing** requirements and the Budget Transfer/Amendment policy must be adhered to for all purchases, including those with detail approved through the Operating Budget.

G. EXEMPTED PURCHASES

Professional services, intergovernmental contracts, emergency repairs, and **reauthorization** of contracts via a renewal option as previously approved by the Board are exempted from this policy. **When it is**

determined to be in the best interests of the County **the Board** may also exempt other purchases on a case by case basis from some or all of this policy by a majority vote unless it is required by law.

H. POLICY STANDARDS

- i. **Failure to Follow Policy:** The County shall not be responsible for costs of goods and services ordered or purchased by any County official or employee that are not obtained in accordance with this policy. Contracts negotiated outside of this policy will be considered invalid and non-binding. In addition, or in the alternative, the County may impose on a County employee or officer, for any violations of these **Purchasing Procurement** Policies or ethical standards of conduct set forth in this Policy or State statute, disciplinary action up to and including termination of employment.
- ii. **Law and Guidelines:** When the procurement involves the expenditure of Federal or State assistance or contracts, the procurement shall be conducted in accordance with any mandatory applicable Federal or State law. Livingston County will comply with applicable federal law, guidelines, standards, regulations, and grant terms including, but not limited to those outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; 2 CFR Part 200 (Super Circular). See Appendix A.
- iii. **Credit Card (Purchasing Card) and Online Purchases:** Refer to the Credit Card Policy.
- iv. **Sales Tax Exemption:** The County shall not be charged or pay sales tax. Livingston County, as a Michigan Constitutional Corporation, is exempt from sales tax per Act 167 of Public Acts established in 1933. Per Section 4 of the General Sales Tax Act, MCL ' 205.54(7); MSA ' 7.525(4)(7), and Michigan Sales and Use Tax Rule, 1979 AC, R205.79, provides that sales to the United States government, the State of Michigan, and their political subdivisions, departments and institutions are not taxable when ordered on a **Purchase Order** and paid for by warrant on government funds. In the alternative, the government may claim exemption at the time of purchase by providing the seller with a signed statement to the effect that the purchaser is a governmental entity. This position was affirmed by the Michigan Department of Treasury through its Revenue Administrative Bulletin 1990-32, approved on October 11, 1990.
- v. **Policy Review:** This Policy shall be reviewed annually by the County Administrator or designee.

SECTION 2. SOURCE SELECTION & CONTRACT FORMATION

A. NO DIVISION OF REQUIREMENT/PURCHASE

Contracts or purchases shall not be artificially divided to circumvent the **purchasing procurement** procedures in this policy. An aggregate of regular, reoccurring purchases shall be determined on an annual basis (for example: gasoline, paper products, cleaning supplies, ammunition) to verify this is not occurring and determine if the items should be competitively bid.

B. COMPETITIVE SEALED BIDDING

A procurement method used when (1) the best value is expected to result from the selection of the lowest evaluated priced offer. Competitive Sealed bidding should be used if (2) time permits the solicitation, submission, and evaluation of sealed bids. (3) It is not necessary to conduct discussions with responding offerors about their bids. Also you should consider utilizing competitive sealed bidding if there is (4) a reasonable expectation of receiving more than one sealed bid.

- i. An Invitation for Bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the procurement.

- ii. Adequate public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with regulations.
- iii. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids.
- iv. Bids shall be unconditionally accepted without alteration or correction. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability. No criteria may be used in the bid evaluation that are not set forth in the Invitation for Bids.
- v. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.

C. COMPETITIVE SEALED PROPOSAL

A procurement method utilized when it is either not practicable or not advantageous for the County to procure specified types of supplies, services or construction by competitive sealed bidding.

- i. Proposals shall be solicited through a Request for Proposals.
- ii. Adequate public notice of the Request for Proposals shall be given a reasonable time prior to the date set forth therein for the opening of bids, in accordance with regulations.
- iii. The Request for Proposals shall state the relative importance of price and other factors and subfactors.
- iv. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- v. Award shall be made to the responsible offeror whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to Livingston County taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.
- vi. Debriefings may be provided upon request to demonstrate the basis for the source selection and contract award.

D. LOCAL PREFERENCE

The procurement system is designed to preserve the integrity of Livingston County and promote fair and pure competition for County business. At the same time, when all other factors are equal, vendors/contractors located in Livingston County shall be preferred in the award of purchase orders and contracts in the procurement of goods and services.

E. SINGLE SOURCE

A Single-source procurement is one in which the County has selected a single vendor to supply the products or services over the other possible vendors. This may occur where there is significant justification for the single vendor so that there is no practical value in soliciting competition or for other substantial reasons (i.e. the vendor has the products on hand, the vendor currently supplies or is familiar with the existing County equipment, etc.). Single-source procurements must be justified in sufficient detail and documented on the Sole / Single Source Vendor Form which can be obtained on the county website: <https://www.livgov.com/administration/Pages/policies.aspx>. **Purchasing Procurement** will evaluate each request and make a determination whether a single source acquisition is appropriate. This form requires the signature of the County Administrator or his/her designee. Single-Source procurements are limited to products or services less than \$25,000.

F. SOLE SOURCE PROCUREMENT

Sole Source providers are used when a particular item or service is procured without a competitive process based on the justification that there is only one (1) appropriate source for the requested product or service. Research and proper justification for awarding to a sole source provider must accompany the Sole / Single Source Vendor Form (Appendix B) which can be obtained on the county website: Employees/County Policies/Forms located on the main ribbon of the home page or through the link below.

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

This form requires the County Administrator signature or his/her designee. **The use of the Sole-Source selection should be used as sparingly as possible, to ensure that procurement activities that are fair, equitable and competitive.** **G. EMERGENCY PROCUREMENTS**

Notwithstanding any other provisions of this Policy, as provided within the legal authority of the **County Board of Commissioners** may make, or authorize **others** to make emergency procurements of supplies, services, or construction items, when there exists a threat to public health, safety, or welfare, or where it is in the County's best interest to do so, provided that such emergency procurements shall be made with as much competition as is practicable under the circumstances, and shall be documented in writing.

H. COOPERATIVE PURCHASING/PROCUREMENT PROGRAMS

Notwithstanding any other provision of this policy, the County may make or authorize the purchase of supplies, equipment or services available through cooperative **purchasing**/procurement programs and other associations. The decision to purchase from these programs shall be made by **the Board of Commissioner's** after consultation with the department and considering among other issues: delivery, packaging, minimum order requirements, follow-up service if applicable, product/equipment quality. Bidding requirements shall be waived if it is determined to be in the best interest of the County based on written communication to support the County's findings. The County Administrator is authorized to enter into necessary agreements or contracts on behalf of the County. State of Michigan Extended **Purchasing** Program (such as MiDeal or other like programs) can be used instead of the normal bidding process.

I. CONTRACT CLAUSES

All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The County Administrator or designee, after consultation with the County Civil Counsel, may issue clauses appropriate for supply, service or construction contracts.

Such contracts shall include provisions that require any individual or business entity providing goods and/or services to the County shall be required to comply with current provisions of the Americans with Disabilities Act (ADA); (the Equal Opportunity Act for Individuals with Disabilities 42 USC 12101 et seq.); Equal Employment Opportunities (42 USC 2000e), Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794); the Elliot-Larsen Civil Rights Act (MCL 37.1201 et. seq.), and the Michigan Person with Disabilities Civil Rights Act (MCL 37.1101 et seq.). Such individual or business entity shall not discriminate against any individual with respect to hire, tenure, terms, conditions or privileges of employment because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job position, or because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of any transaction or agreement between the County and the individual or business entity. The County shall enforce this covenant through use of sanctions available within this Policy, by contract, or other available legal action.

J. AMENDMENTS TO INVITATIONS FOR BIDS OR REQUEST FOR PROPOSALS

An invitation for bids (ITB), a request for proposals (RFP) or other solicitation (RFQ) may be amended by issuance of an addendum prior to the submittal deadline. The addendum shall provide for certain changes, including but not limited to, clarifications in specifications, requirements, and submittals.

K. CANCELLATION or REJECTION OF INVITATIONS FOR BIDS OR REQUEST FOR PROPOSALS

An invitation for bids, a request for proposals or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, at the discretion of the County if such action is in the best interests of the County. The reasons therefore shall be made part of the bid file. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part when it is in the best interests of the County. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reasons for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

SECTION 3. ETHICS IN PUBLIC CONTRACTING

A. CONFLICT OF INTEREST

All County employees, Officers (Public Servants) and Elected Officials shall conduct themselves in conformity with 1968 PA 317, MCL ' 15.321, et seq.; MSA ' 4.1700 (51) et seq. This Act establishes standards in respect to governmental decisions and conflicts of interest arising out of the solicitation, negotiation, or approval of contracts between the public servants and public entities such as the County.

B. GRATUITIES, MEALS, FAVORS & GIFTS

County employees ~~or their immediate family members~~, Directors, appointed or Elected Officials, Volunteers, or Agents shall neither solicit nor accept gratuities, meals, favors, gifts, consulting fees, trips, or anything with more than a de minimis value of twenty-five dollars (\$25.00) from a vendor, potential vendor, family or employees of a vendor, contractors or parties to subcontracts.

C. GENERAL ETHICAL STANDARDS FOR EMPLOYEES

Any attempt to realize personal gain through the public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of a public trust.

D. GENERAL ETHICAL STANDARDS FOR NON-EMPLOYEES

Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Section.

SECTION 4. PROCUREMENT DEFINITIONS

Blanket Purchase Order (BPO) - A purchaser's written document to a supplier formalizing all the terms and conditions of the purchase, including quantity, description of the requested items or services, cost of items being purchased, delivery schedule, terms of payment, and transportation defined over a period of time and up to a maximum dollar amount annually. A purchase order is a legal and binding contract between the County and the vendor.

Competitive Sealed Bid - A method for acquiring goods, services and construction for public use in which award is made to the lowest responsive bid and responsible bidder, based solely on the

response to the criteria set forth in the Invitation for Bids (IFB) (i.e. bid documents); and does not include discussions or negotiations with bidders.

Construction –The process of utilizing labor to build, alter, repair, improve, or demolish any public infrastructure facility, including any public structure, public building, or other public improvements of any kind to real property. It does not include the routine operation, routine repair, or routine maintenance of any existing public infrastructure facility, including structures, buildings, or real property.

Contract - 1. An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. 2. A legally binding promise, enforceable by law. 3. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. **All types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.**

Petty Cash – A small fund of money for incidental expense maintained by the petty cash custodian within the department.

Procurement – Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

Purchase Order (PO) – A purchaser’s written document to a supplier formalizing all the terms and conditions of the purchase including quantity, description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. A purchase order is a legal and binding contract between the County and the vendor.

Quality Based Selection (QBS) - Vendor selection based on demonstrated competence and qualifications followed by contract negotiation with the most qualified firm relative to fair and reasonable compensation within the legal parameters.

Quote - An informal **purchasing** process which solicits pricing information from several sources. Verbal quotes (those not received in writing) must be documented.

Request for Proposals (RFP) - A method for acquiring goods, services and construction for public use in which other factors will be considered in the selection of vendor in addition to price, or when there is not sufficient information to prepare a specification suitable for competitive sealed bidding, or when it is expected that negotiations with one or more vendors may be required with respect to any aspect of the requirements.

Requisition - An internal document by which a department sends details of supplies, services, or materials that are reasonable, required and appropriate for departmental operations to the **purchasing Procurement** Department.

Services – The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

Supplies – All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or permanent interest in land.

APPENDIX A

GENERAL PROCUREMENT STANDARDS FOR PURCHASES WITH FEDERAL GRANTS

The following apply to all employees authorized to initiate and/or approve purchases paid for with federal grant funds. The purpose is to ensure that the procurement of the goods and services being purchased is transparent, that they are obtained in a cost-effective manner, and in compliance with the **stricter** of the federal general procurement standards for non-federal entities and the County's Purchasing policy and that the awards are being handled appropriately. At no time can any section of this process supersede the Federal Grant Procurement Requirements set by the grantor. Department employees will be responsible for reading and understanding all requirements of their grant and to work with the Purchasing Department to ensure compliance for all purchases. This section does not address all aspects of the Code of Federal Regulations (2 CFR 200) or information required for the accounting portion of the grant money and any other stated requirements for the procurement.

1. Procuring federal excess and surplus property in lieu of purchasing new equipment and property and whenever such use is feasible and reduces project costs.
2. Value engineering clauses may be used in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
3. Contracts shall only be awarded to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
4. Records will be maintained sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The clerk's office will be the repository for said records and shall be maintained for a period of not less than seven years.
5. Time and material type contracts (open-ended) may be used only after a determination that no other contract is suitable. Time and material type contract means a contract where the cost to the County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Each time and material contract will set a ceiling price that the contractor exceeds at its own risk. A higher degree of oversight is required in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
6. The County alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts. The federal awarding agency will not substitute its judgment for that of the County unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

7. Competition

- A. All procurement transactions must be conducted in a manner providing full and open competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals will be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- B. Procurements shall be conducted in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- C. All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated.
- D. Bids and proposals shall identify all the requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- E. All prequalified lists of persons, firms, or products which are used in acquiring goods and services must be current and include enough qualified sources to ensure maximum open and free competition. Also, potential bidders shall not be precluded from qualifying during the solicitation period.

8. Methods of Procurements. One of the following procurement methods shall be used.

- A. Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000.00 (or \$2,000.00 in the case of acquisitions for construction subject to the Davis-Bacon Act). Requirements for making such purchases shall comply according to the appropriate County defined thresholds.
- B. Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or

other property that do not cost more than the Simplified Acquisition Threshold (\$150,000.00). All purchases in excess of \$25,000 for the acquisition of goods and services shall require that formal solicitations be sought in compliance with the County's more restrictive practices for making such purchases.

- C. Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- (1) A complete, adequate, and realistic specification or purchase description is available;
- (2) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (3) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements shall apply:

- (1) The invitation for bids will be publicly advertised at a minimum in the local newspaper, on the Michigan Inter-governmental Trade Network (MITN) website and solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;
- (2) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (3) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (4) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (5) Any or all bids may be rejected if there is a sound documented reason.

- D. Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized at a minimum in the local newspaper and on the Michigan Inter-governmental Trade Network (MITN) website and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The following method for conducting technical evaluations of the proposals received and for selecting recipients shall be used:
 - a. After all proposals are opened and recorded, the purchasing department along with the requesting department shall determine if the proposals are responsive. A responsive proposal conforms in all material respects to the RFP.

- b. Select the evaluation committee members. At a minimum, members should consist of the purchasing director and an end user with decision making authority.
 - c. Create a scoring matrix with weighted factors based on the evaluation criteria stated in the RFP.
 - d. Provide members with copies of the proposals and the scoring matrix.
 - e. Members individually review and score all proposals based on the criteria in the RFP. Include written justification for each scoring category.
 - f. Members submit scoring matrices and comments for each responsive proposal to the purchasing department.
 - g. The purchasing department compiles all the members' matrices to arrive at final scorings.
 - h. A meeting is scheduled with all members to discuss all aspects of the proposals and final scorings.
 - i. The members short-list the top candidates.
 - j. Schedule interviews, if necessary with top candidates.
 - k. Ask for best and final offers from top candidates (optional).
 - l. All members make a joint written recommendation. All scoring sheets, justification and rationale for the recommendation and any other variables that may have been considered are sent to the purchasing department.
- (4) Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered;
 - (5) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - (6) Competitive proposal procedures may be used for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- E. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - (1) The item is available only from a single source;
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity; or
 - (4) After solicitation of a number of sources, competition is determined inadequate.
- 9. Contracting with small and minority businesses, women's business enterprises, and labor surplus area (a place of high unemployment) firms.
 - A. All necessary affirmative steps will be taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs a. through e. of this section.
10. Procurement of recovered materials. The County and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. Contract cost and price.
- A. A cost or price analysis shall be performed in connection with every procurement action in excess of the simplified acquisition threshold (\$150,000.00) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, independent estimates shall be made prior to receiving bids or proposals.
 - B. Profit shall be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - C. Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E-Cost Principles of Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The County may reference its own cost principles that comply with the federal cost principles.
 - D. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.
12. Federal awarding agency or pass-thru entity review.
- A. The County shall make available, upon request of the federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the County desires to have the review accomplished after a solicitation has

been developed, the federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

B. The County will make available upon request, for the federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) Procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the simplified acquisition threshold (\$150,000.00) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the simplified acquisition threshold (\$150,000.00), specifies a "brand name" product;
- (4) The proposed contract is more than the simplified acquisition threshold (\$150,000.00) and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold (\$150,000.00).

C. The County is exempt from the pre-procurement review in subsection (2) of this section if the federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

- (1) The County may request that its procurement system be reviewed by the federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- (2) The County may self-certify its procurement system. Such self-certification must not limit the federal awarding agency's right to survey the system. Under a self-certification procedure, the federal awarding agency may rely on written assurances from the County that it is complying with these standards. The County must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

13. **Bonding Requirements.** For construction or facility improvement contracts or subcontracts exceeding the County's threshold (\$50,000.00), the federal awarding agency or pass-through entity may accept the bonding policy and requirements of the County provided that the federal awarding agency or pass-through entity has made a determination that the federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified;
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

14. Contract provisions. Contracts and solicitations must contain the applicable provisions described in Appendix II to Part 200 – Contract Provisions for non-federal Entity Contracts Under Federal Awards.
- A. Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable.
- (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000.00, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - (2) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
 - (3) Equal employment opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
 - (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of

the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (6) Rights to inventions made under a contract or agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000.00 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (8) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- (9) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (10) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000.00 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- (11) See § 200.322 Procurement of recovered materials.





APPENDIX B

LIVINGSTON COUNTY FISCAL SERVICES

SOLE / SINGLE SOURCE VENDOR JUSTIFICATION OF PURCHASE

VENDOR NAME: _____

REQUESTOR'S REASON (REQUIRED):

SOLE SOURCE:

- Only known source that will meet requirements

SINGLE SOURCE:

- Supplier able to meet urgent timing requirements
- Supplier is current vendor of compatible service
- Repeat of a purchase order recently placed on a competitive basis
Date of Bid or Award: _____
- Previous experience with this vendor
- Piggyback off of contract:

Contract Holder: _____

Contract Number: _____

DETAILED JUSTIFICATION (REQUIRED):

Department Head Signature Date

Typed Name of Requestor & Department

County Administrator / Designee Signature Date

Typed Name

RESOLUTION

NO: 2018-11-190

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Authorizing a Transfer from F519 to General Fund and an Additional Contribution to MERS - Administration

WHEREAS, the Livingston County Board of Commissioners must make financial decisions that are in the best interest of the County while continuing to maintain its long term financial stability; and

WHEREAS, Livingston County requested professional services from PFM Financial Advisors to review the current and historical financial position of the County in order to provide a recommendation on minimum fund balances that would need to be maintained without jeopardizing the County’s outstanding Aaa credit rating by Moody’s Investor Services; and

WHEREAS, PFM conducted research and analyzed several key factors and sources of information and came up with a recommendation, based on fiscal year ended December 31, 2017 that there was approximately \$6.5 million of available funds in the General Fund and \$825,000 in excess funds available in the Delinquent Tax Revolving Funds that could be considered for use: and

WHEREAS, a fundamental objective of the Livingston County Board of Commissioners is to ensure funding the long term cost of pension benefits promised to our employees along with reducing our long term liabilities: and

WHEREAS, the 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, according to the MERS Annual Actuarial Valuation report as of December 31,2017, Livingston County had a total unfunded accrued liability of \$41.53 million; and

WHEREAS, it is recommended that funds in excess of the minimum fund balance identified by PFM be used to pay down the County’s pension liability.

THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes the Livingston County Treasurer to transfer \$825,000 from the Delinquent Tax Revolving Fund to the General Fund for the purpose of making an additional payment to MERS for the defined benefit pension plan.

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes an additional payment of \$7,325,000 be made to MERS from the General Fund to reduce the unfunded liability of the County’s defined benefit pension plan.

THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes any budget amendments needed to effectuate the transfer in and the additional payment to MERS.

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO: 2018-11-191

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Approving Appointments to the Livingston County Community Correction Advisory Board - Board of Commissioners

WHEREAS, the terms of representatives on the Livingston County Community Corrections Advisory Board have expired; and

WHEREAS, the following appointments have been recommended:

Community Corrections Advisory Board

David Russell	Chief of Unadilla Police Department	Term expires 10.31.2022
Laura Mitchell	Criminal Defense Attorney	Term expires 10.31.2022

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the above referenced appointments and expiration dates.

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO: 2018-11-192

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Authorizing a Correction to the 2018 Annual Apportionment Report - Equalization

WHEREAS, The Livingston County Board of Commissioners approved the annual Apportionment Report on October 15, 2018; and

WHEREAS, a correction is needed to the debt for a transfer school district 47037 from 3.5194 to 3.4794; and

WHEREAS, the millage for debt in transfer school district 47041 has been revised from 6.1482 to 6.1082; and

WHEREAS, the request is for corrections to the special assessment for Ocoola Township.

THEREFORE BE IT RESOLVED THAT THE Livingston County Board of Commissioners hereby approve the corrections to the revised apportionment report

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Sue Bostwisk, Equalization Director
Date: 11/15/2018
Re: Revision to the Apportionment Report

On October 15, 2018 approved the 2018 annual Apportionment Report. Recently I have found two mistakes in the report, both are in a transfer district. On a transfer district someone petitioned to move from one school district to another and was granted this transfer. For taxing purposes any debt that the petitioner voted on goes with the parcel to the new district until that debt is paid off and any debt they have an opportunity to vote on in the new district is also added. All transfer districts have a combined levy. To do this I use a spreadsheet to combine the debt. The debt for district 47037 TR- Howell / Fow 97 and district 47041 TR-Howell/ Fow 02 both incoming debt was entered incorrectly or rounded at 2.5 not the 2.46 it should have been. Therefore both will need the correction from:

47037 TR-HO/FO 97 3.5194 to 3.4794

47041 TR-HO/FO 02 6.1482 to 6.1082

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

REVISED
11-7-18

OCEOLA TOWNSHIP SPECIAL ASSESSMENTS TO BE LEVIED ON WINTER 2018 TAX BI

<u>DISTRICT</u>	<u>TWP @ LARGE</u>	<u>PROPERTY</u>
<u>WATER & SEWER</u>		
2013 GOLF CLUB WAT-SEW		\$15,357.02 ✓
2038 PINE RIDGE SWR INFRASTRUCTURE		\$5,811.36 ✓
2051 M-59/LATSON WATER/SEWER		\$296,446.28 ✓
2361 SEWER 1-A UNBONDED		\$30,298.32 ✓
2505 WATER #1 EXT		\$65,030.89 ✓
2514 MHOG DELIQ FLAT & METERED		\$120,035.54 ✓
2541 ROSE-LIV WATER DISTRICT		\$2,478.00 ✓
2560 EAGER LATSON WATER		\$177,705.26 REVISIED 11-6-18 ✓

<u>ROADS</u>		
3005 HARDY LANE		\$1,400.00 ✓
3006 DUSTY LANE		\$2,400.00 ✓
3014 FERN DR		\$3,550.00 ✓
3022 TIMBER RIDGE PAVING		\$2,353.60 ✓
3024 MCGRAIN LANE		\$2,250.00 ✓
3026 FARMER TRAIL		\$500.00 ✓
3027 HAPPY HOLLOW LANE		\$2,125.00 ✓
3028 EMMAUS/BECKLEY LANE		\$3,000.00 ✓
3032 BAKER DR		\$2,160.00 ✓
3033 GENTRY LN		\$2,800.00 ✓
3041 PURDY LANE		\$2,400.00 ✓
3042 E PINECONE		\$2,025.00 ✓
3043 OAKCREST		\$1,800.00 ✓
3045 HICKORY VALLEY DR		\$2,310.00 ✓
3046 BRAUN DR		\$3,000.00 ✓
3055 SPRUCE RIDGE MAIN		\$3,200.00 ✓
3073 CINNAMON RIDGE		\$2,800.00 ✓
3083 PINE RIDGE/EAGER RD PAVING		\$7,056.53 ✓
3094 RED'S WAY		\$3,900.00 ✓
3099 DAULT DR		\$800.00 ✓
3113 NORLYNN DR		\$6,800.00 ✓
3161 RED'S WAY IMPROVEMENT		\$5,188.40 ✓
3170 PINECONE/SELWYN		\$5,850.00 ✓
3172 STAMPER WAY IMPROVE		\$5,017.60 ✓
3210 PURDY LANE IMPROVEMENT		\$5,026.56 ✓
3211 BAKER DRIVE IMPROVEMENT		\$4,664.00 ✓
3530 BOOTH ST MAINT		\$15,151.20 REVSIED 11-6-18 ✓
3550 CHARLES HUFF DR		\$1,120.00 ✓
3551 STAMPER WAY		\$800.00 ✓
3631 DESJARDINS LANE		\$1,080.00 ✓
3940 MOORE PLACE		\$7,350.00 ✓
3950 FAIRWAY VISTA		\$800.00 ✓
3960 SQUIRES PLACE		\$2,280.00 \$112,957.89 ✓

TOTAL OF PAGE 1 \$112,957.89

PREPARED BY BONNY MOORE 9-28-2018

RESOLUTION

NO: 2018-11-193

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution in Support of House Bill 4986 – Equalization Department

WHEREAS, Public Act 161 of 2013 broadened the exemption for Disabled Veterans and Exemption from property taxes; and

WHEREAS, the exemption is a personal exemption applied to the property taxes. The nature of the exemption makes it difficult to administer at the local level; and

WHEREAS, the implantation of this Public Act has placed a financial hardship on local taxing authorities; and

WHEREAS, House Bill 4986 makes this a personal income tax credit while allowing the Veteran the same benefit changing how it is administered and financed

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby support House Bill 4986 that would still benefit the Veteran and limit the administration cost of this Public Act while restoring the revenue lost by the current administration of the Act.

BE IT FURTHER RESOLVED that a copy of this resolution is forwarded to Governor Snyder, Senator Joe Hune, Representatives Lana Theis and Hank Vaupel and Michigan Association of Counties

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Sue Bostwisk, Equalization Director
Date: 10/30/2018
Re: House Bill 4986

Public Act 161 of 2013 broaden the scope of an exemption which allowed for an exemption for Disabled Vets with adapted housing and incorporated anyone who was disabled as a result of military service and entitled to veterans benefits at 100% rate or is certified they are unemployable, an exemption from property taxes . This exemption allows for a 100% exemption of their homestead from property taxes for Disabled Veterans or their unmarried surviving spouse.

This exemption allows for a disable veteran to submit the letter provided by the Veterans Administration proving they qualify for the exemption. It must be submitted to the Board of Review annually and only the Board of Review has the authority to grant the exemption. The exemption is then granted for that year. Because this is a personal exemption placed against the property, should they move during that year it has to come back on the tax roll, only the STC can put it back on the tax roll. Which is done under PA 154, omitted property. While the assessor is not responsible for the removing or returning the property to the tax roll they are burdened with making sure every property is assessed properly and qualifies get the exemption. They are also burdened with making sure if a property sells it is brought back on the roll.

Besides the cumbersome task of administering this act there is also the financial loss to each taxing jurisdiction with in the county. Under the previous wording we had only six or seven total exemptions annually throughout the county. For 2017 there was \$32,279,905 of taxable value removed from the roll. The total revenue lost in Livingston County is nearly \$900,000.

<i>SCHOOL DEBT</i>	252,665
SET	193,679
FIRE	49,902
LIBRARY	44,065
HCMA	6,872
LESA	106,985
LOCAL UNITS	121,313
COUNTY	119,668
	895,149

With all the mandates on the revenue currently collected, the loss of any revenue is a financial hardship. There are two bills that have been introduced that deal with having the money come back to the local units. House Bill 4362 reimburses the locals for any revenue lost from this exemption. It will still be administered through the local units assessing departments. While HB 4986 will change this to an income tax exemption, with a property tax credit. This bill will still allow the Veteran to receive the credit and allow the income tax division of Treasury to administer this exemption and make the State to totally fund this exemption. I strongly endorse HB 4986 which removes the administration from assessing and fully fund all taxing authorities.

I am asking you to approve the following resolution supporting this bill and to forward this to all legislators.

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

RESOLUTION

NO: 2018-11-194

LIVINGSTON COUNTY

DATE: November 19, 2018

Resolution Authorizing an Agreement with the Economic Development Council to Provide Support for County-wide Assistance from 2019-2021 – Administration

WHEREAS, the EDCLC was formed for the purpose of developing jobs and promoting the economic development of Livingston County; and

WHEREAS, the Economic Development Council of Livingston County (EDCLC) is requesting that Livingston County continue its partnership to promote economic development services with an annual investment of \$175,000; and

WHEREAS, in order to optimize the effectiveness of an economic development effort, it is critical to recognize the need and value of a strong partnership which focuses on global competition and the attraction/retention of high-value, knowledge-intensive, diverse workers; and

WHEREAS, our partnership with the EDCLC has generated millions of dollars in new investment and new job commitments into Livingston County which support more families and local businesses in the community; and

WHEREAS, funding is included in the proposed 2019 General Fund Operating budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes a three (3) year contract with the Economic Development Council of Livingston County for the term of January 1, 2019, through December 31, 2021 for an amount not to exceed \$175,000 per year and such contract will allow for early termination at December 31, 2019 or December 31, 2020 upon written notification by either party no later than 30 days prior to the early termination date.

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 monetary and contract language adjustments related to the above upon review and/or preparation of Civil Counsel.

BE IT FURTHER RESOLVED that the Economic Development Council continue to provide the Livingston County Board of Commissioners with a quarterly report highlighting the identity of current business partnerships, governmental partnerships, and their financial commitments to the SPARK contract including but not exclusive to, financial contributions, in-kind contributions, or expenditures detailing total amount and those who either gave them or in the case of expenditures, those who received them.

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**MOVED:
SECONDED:
CARRIED:**