



MICHIGAN'S OLDEST COURTHOUSE

**THERESA M. SPENCER
LAPEER COUNTY CLERK**

County Complex Building
255 Clay Street
Lapeer, Michigan 48446

Phone 810 area code
667-0356
Circuit Court Division
667-0358
Fax 667-0362

A-G-E-N-D-A

**LAPEER COUNTY BOARD OF COMMISSIONERS
REGULAR BOARD MEETING**

December 1, 2022

9:00 A.M.

Brenden Miller	District #1
Gary Roy	District #2
Dyle Henning	District #3
Lenny Schneider	District #4
Rick Warren	District #5
Linda M. Jarvis	District #6
Bryan Zender	District #7

CALL TO ORDER BY CHAIRMAN/VICE-CHAIR

- ◆ Roll Call
- ◆ Opening Prayer
- ◆ Pledge of Allegiance

CONSIDERATION FOR APPROVAL:

- ◆ Agenda - Consensus to approve
- ◆ November 17, 2022 Regular Board Meeting Minutes

REVIEW OF:

COMMISSIONER MILEAGE/EXPENSE SHEETS/GRANT APPLICATIONS

ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES

PUBLIC TIME - Citizens Comments, etc.

CONTINUED -

NEW/OLD BUSINESS:

1. HEALTH DEPARTMENT

Michigan Department of Environment, Great Lakes, and Energy (EGLE) Grant Agreement

2. 71A DISTRICT COURT

A. Drug Court Grant

B. Mental Health Court Grant

3. 2023 POLICE SERVICE CONTRACTS – To be distributed.

4. NOTICE OF APPOINTMENTS NEEDED

DISCUSSION – Interim County Controller/ Administrator Position

(Additional items)

5.

6.

DRAFT MOTIONS

♦ Committee of the Whole

(None at this time)

♦ American Rescue Plan Act Committee

(November 17, 2022)

(Attached)

AD HOC COMMITTEE UPDATES– If needed

FISCAL PLANNING/BUDGETING DISCUSSION – If needed

AUDIT MOTIONS

♦ **County Audit Motion**

For disbursements dated December 2, 2022

♦ **Road Commissioner's Audit Motion**

For disbursements dated December 1, 2022

PUBLIC TIME – Citizens Comments, etc.

COMMISSIONER REPORTS

CLOSED SESSION – If needed

RECESS/ADJOURN

LAPEER COUNTY BOARD OF COMMISSIONERS
****FOURTH MEETING OF THE OCTOBER SESSION****
November 17, 2022
9:00 A.M.

Chairman Roy called the meeting to order at 9:02 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Schneider opened the meeting with prayer. The Pledge of Allegiance was recited.

Present:	Brenden Miller	District #1
	Gary Roy	District #2
	Dyle Henning	District #3
	Lenny Schneider	District #4
	Rick Warren	District #5
	Linda M. Jarvis	District #6
	Bryan Zender	District #7

Quentin Bishop, County Controller/Administrator
Jackie Arnold, Chief Financial Officer
Lynette Stanford, Secretary/Deputy County Clerk

AGENDA

The agenda and draft minutes from the November 3, 2022 Regular Board Meeting were reviewed.

373-22

Motion by Schneider, supported by Zender, to accept the agenda with the deletion of a closed session. Motion carried.

374-22

Motion by Warren, supported by Henning, to approve the November 3, 2022 Regular Board Meeting minutes as presented. Motion carried.

ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES

No comments were received.

PUBLIC TIME – one person spoke during public time.

PUBLIC HEARING
REGARDING THE
2023-2024 BIENNIAL OPERATING BUDGETS

Chairman Roy announced that the purpose of the public hearing is to listen to comments from the public regarding the 2023-2024 Biennial Operating Budgets.

Chairman Roy declared the public hearing in session and opened the floor to the public for comments. No comments were received. Chairman Roy declared the public hearing closed.

375-22

Motion by Warren, supported by Schneider, to adopt the following:

**LAPEER COUNTY MICHIGAN
GENERAL APPROPRIATION ACT**

**RESOLUTION TO AMEND & ADOPT THE BIENNIAL BUDGET
FOR**

JANUARY 1, 2023 TO DECEMBER 31, 2023 (AMEND)

AND

JANUARY 1, 2024 TO DECEMBER 31, 2024 (ADOPT)

- WHEREAS,** In 2003, the County Board of Commissioners directed that a biennial budget process be established in an effort to improve the efficiency of the complex budget process, reduce time in the respective departments necessary for budget preparation, and to enhance fiscal planning and stability; and,
- WHEREAS,** Section 16 of the "Uniform Budgeting and Accounting Act" requires that an appropriation act be adopted by this County Board of Commissioners in order to implement the operating budgets of the County of Lapeer for FY 2023 and FY 2024; and,
- WHEREAS,** The Lapeer County Board of Commissioners is the statutorily designated "legislative body" for the County Budget function under the Uniform Budgeting and Accounting Act (MCL 141.421); and,
- WHEREAS,** All County Elected Officials, Judges and appointed Department Heads were afforded the opportunity to appear before the County Board of Commissioners to discuss their budget request; and,
- WHEREAS,** The Board of Commissioners has taken into consideration the fact that certain mandatory functions of County government or operations must be budgeted at serviceable levels in order to provide statutory and constitutionally required services and programs, and that other essential and non-mandatory services are budgeted to meet operational and community needs; and,
- WHEREAS,** Fifty percent (50%) of the proceeds of the Convention Facilities/Liquor Tax revenue received from the State are used for the specific purpose of substance abuse prevention programs in the County; and,
- WHEREAS,** A public notice was published in a newspaper of general circulation on June 8, 2022, and a public hearing was held on June 16, 2022, consistent with the "Truth in Taxation Act," to consider increasing the operating tax millage rate by .3123 mills for FY 2022; and,
- WHEREAS,** The Board of Commissioners at a meeting on June 16, 2022, adopted the following tax rates to be levied for the 2022 tax year/2022/2023 budget year for a County levy of 3.6258 and extra voted millage as summarized below based on the 2022 Taxable Value \$3,503,834,862.00 for a total millage rate of :

(General Appropriation Act continued)

<u>Purpose</u>	<u>Millage</u>	<u>Revenue</u>
<u>General Government</u>	3.6258	\$ 12,704,204.00
Total Allocated Millage	3.6258	\$ 12,704,204.00
Law Enforcement (<i>voted through 2027</i>)	1.4500	\$ 5,080,561.00
Veterans (<i>voted through 2023</i>)	.1813	\$ 635,245.00
Medical Care Facility Operating (<i>voted through 2027</i>)	.3196	\$ 1,119,826.00
Senior Citizen (<i>voted through 2022</i>)	.2430	\$ 851,432.00
Total extra voted Millage	2.1939	\$ 7,687,064.00
<u>Total Millage</u>	<u>5.8197</u>	<u>\$ 20,391,268.00</u>

WHEREAS,

The revenue projections in the 2023/2024 Budget are reduced to reflect the estimated amount of captured revenue by Tax Increment Finance Authorities and Downtown Development Authorities in local jurisdictions as summarized below:

FY 2023	<u>Est. Millage Revenue</u>	<u>Est. Captured Revenue</u>	<u>Est. Net Revenue</u>
General Government	\$ 12,704,204.00	\$ 648,918.00	\$ 12,055,286.00
Law Enforcement	\$ 5,080,561.00	\$ -0-	\$ 5,080,561.00
EMS	\$ - 0 -	\$ - 0 -	\$ - 0 -
Veterans	\$ 635,245.00	\$ - 0 -	\$ 635,245.00
Medical Care Facility	\$ 1,119,826.00	\$ - 0 -	\$ 1,119,826.00
Senior Services	\$ 851,432.00	\$ - 0 -	\$ 851,432.00
Total	\$ 20,391,268.00	\$ 648,918.00	\$ 19,742,350.00

(General Appropriation Act continued)

FY 2024	<u>Est. Millage Revenue</u>	<u>Est. Captured Revenue</u>	<u>Est. Net Revenue</u>
General Government	\$ 13,339,414.00	\$ 681,364.00	\$ 12,658,050.00
Law Enforcement	\$ 5,334,589.00	\$ -0-	\$5,334,589.00
EMS	\$ -0-	\$ -0-	\$ -0-
Veterans	\$ 667,007.00	\$ -0-	\$ 667,007.00
Medical Care Facility	\$ 1,175,817.00	\$ -0-	\$ 1,175,817.00
Senior Services	\$ 1,372,102.00	\$ -0-	\$ 1,372,102.00
Total	\$ 21,888,929.00	\$ 681,364.00	\$ 21,207,565.00

- WHEREAS,** The voters have supported "special millages" (e.g. for Senior Services, Veterans, Law Enforcement/ Public Safety, Medical Care Facility) that various Public Acts allow local units of government to supersede by partially "capturing" revenue that may consequently not be available for the extra voted program as noted above; and,
- WHEREAS,** A Committed Fund Balance is established for self-funding of \$5,000,000.00, and a transfer from the Delinquent Tax Revolving Fund of \$2,000,000.00 for FY 2023 and \$2,000,000.00 for FY 2024 to the General Fund is hereby authorized; and,
- WHEREAS,** State Revenue Sharing in the amount of \$1,759,762.52 is anticipated for FY 2023, and the amount for FY 2024 is estimated at \$1,759,762.52; and,
- WHEREAS,** Pursuant to MCL 141.412, section 2, a notice regarding the proposed budget was published in a newspaper of general circulation on November 6, 2022, and was placed on display in the County Clerk's office and the county's website from November 7 through November 17, 2022, and a public hearing was conducted on November 17, 2022; and,

THEREFORE, BE IT RESOLVED, that the FY 2023 and FY 2024 Lapeer County Budgets as summarized below are hereby adopted on a fund and activity basis for the General Fund and for all other funds, subject to all statutory and County policies regarding the expenditure of funds and the conditions set forth in this Resolution:

	<u>2023 Amended Budget</u>	<u>2024 Budget</u>
General Fund	\$ 23,186,813.00	\$ 24,061,272.00
Special Revenue Funds	\$ 74,716,597.00	\$ 75,859,315.00
Debt Service Funds	\$ 1,123,719.00	\$ 1,101,246.00
TOTALS	\$ 99,027,129.00	\$101,021,833.00

BE IT FURTHER RESOLVED, that an Assigned fund balance (GF) is established in the amount of \$500,000.00 for FY 2023 and \$500,000.00 for FY 2024; and,

(General Appropriation Act continued)

BE IT FURTHER RESOLVED, that the Board of Commissioners direct the Controller/Administrator to present necessary changes to the 2024 budget to the Board prior to the beginning of fiscal year 2024 for final adoption; and,

BE IT FURTHER RESOLVED, that Elected Officials, Judges and appointed Department Heads are advised that certain line item transfers with the respective budgets will not be authorized; and,

BE IT FURTHER RESOLVED, that all persons responsible for the Administration of this budget be duly advised of the contents of Public Act 621 of 1978, as amended, and their respective appropriations and responsibilities to not authorize or participate in the expenditures of funds except as authorized by this General Appropriations Act; and,

BE IT FURTHER RESOLVED, that to ensure compliance with the Uniform Budgeting Act, all Officials and employees of Lapeer County shall follow Claim Processing and Purchasing Procedures and the Personnel Policies as adopted and amended by the Board of Commissioners and that the budgeted funds are appropriated contingent upon compliance with said Purchasing Procedures and Personnel Manual; and,

BE IT FURTHER RESOLVED, that the approved employee positions on the Position Control Maintenance File shall limit the number of employees who shall be employed, and no funds are appropriated for any position or employee not on the "Approved Position Control Maintenance File." Further, there may be a need to increase or decrease various positions within the Budget and/or impose a hiring freeze and/or reduction in staff due to unforeseen financial changes; therefore, the "Approved Position Control List" may be changed from time to time by the Board and/or the Board may impose a hiring freeze. The County Elected Officials, Judges and the County Department Heads shall comply with changes affected by the Board, if any, relative to the approved positions and the number of employees stated in the Position Control List; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby accepts and adopts MGT's Wage and Reclassification Plan and authorizes the implementation of the new rates, effective December 24, 2022, which have been incorporated in the 2023 and 2024 budgets; however, this budget does not authorize any other compensation adjustment(s) without expressed authority of the Board of Commissioners; and,

BE IT FURTHER RESOLVED, that certain positions authorized in this budget, which are supported in part by grants or other sources of outside funding, are only approved contingent upon the County receiving the budgeted revenues. The Elected Official, Judge, and/or Department Head responsible for program administration shall immediately notify the Controller/Administrator in the event outside funding is not received or the County is notified that such funding has been discontinued or reduced; and,

BE IT FURTHER RESOLVED, that since the County revenues and expenditures may vary from those contemplated, the Board of Commissioners may adjust the budget during the fiscal year as deemed necessary; and

(General Appropriation Act continued)

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to automatically reduce a department budget each time a reduction is made in federal, state, or local funds. The affected Elected Official, Judge or Department Head shall promptly take the necessary corrective action to reduce expenditures as a result; and,

BE IT FURTHER RESOLVED, that the County Controller/Administrator is hereby authorized to make budgetary transfers within the various funds and to authorize expenditures in accordance with the budgetary procedures established by the Board of Commissioners; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize, that as long as the balance in the Budget Stabilization Fund is under the amount allowed by Michigan Public Act 30 of 1978, that the fund be allowed to accrue interest earning without a separate Board motion; and,

BE IT FURTHER RESOLVED, that all County Departments include indirect cost as determined by the most recent Cost Allocation Plan in all applications for federal and state grants and further; where indirect costs are not included in the approved grant budget, a memorandum explaining the reason for not including them in the grant must be submitted with the Request for Action to approve the grant; and,

BE IT FURTHER RESOLVED, that all grant submissions to the Board of Commissioners shall clearly indicate the minimum required match and if any requirements exist in the grant that require the County to continue the program when the grant concludes; and,

BE IT FURTHER RESOLVED, that in order to ensure compliance with all board policies and procedures, and pursuant to Motion #55-21, the Board has authorized the County Controller/Administrator to approve initial submissions of grant application requests, without prior Board approval, however, all grant acceptance requests must be processed and approved by the Board of Commissioners prior to accepting any and all grants; and,

BE IT FURTHER RESOLVED, that to ensure compliance with all Board policy and procedures, that all contracts will be brought before the Board of Commissioners at a regularly scheduled meeting for authorization, and only the Board of Commissioners as the governing body can enter into a contract for the County, or any of its Departments; and,

BE IT FURTHER RESOLVED, that pursuant to the Uniform Budgeting Act, the Board of Commissioners designates the County Controller/Administrator as the Chief Administrative Officer and Budget Officer pursuant to MCLA 141.421 et. Seq., with the authority to administer such duties in connection with said budget, and as may be from time to time, delegated to the Office of Controller by this Board; and,

BE IT FURTHER RESOLVED, that the County Treasurer and/or County Controller/Administrator are authorized to borrow between funds within the common (general) bank account of the County within the guidelines as established by the Board of Commissioners.

Roll Call vote: Warren, aye; Zender, aye; Henning, aye; Jarvis, aye; Miller, aye; Schneider, aye; Roy, aye. 7 ayes. Motion carried unanimously.

Jerry Johnson, District Coordinator, MSU Extension, presented the Lapeer County 2022 Annual Report.

376-22

Motion by Warren, supported by Miller, to approve the annual Memorandum of Agreement with MSU Extension in the amount of \$70,377.00 for calendar year 2023. Motion carried.

377-22

Motion by Schneider, supported by Warren, to adopt the revised 2022 Lapeer County Apportionment Report (L-4402) as prepared by the Equalization Director; and further; to authorize the report be sent to the State of Michigan. Motion carried.

378-22

Motion by Warren, supported by Zender, to approve the renewal of the Lamb Steele Building Lease between the County of Lapeer and the City of Imlay City for use by the Senior Programs for a period of four years, expiring November 10, 2026, for a grand total of \$39,000.00 (to be paid at the annual rate of \$9,000.00 for 1st year, \$9,500.00 for 2nd year, \$10,000.00 for 3rd year, and \$10,500.00 for 4th year); and further, to authorize the Chair/Vice-Chair to sign said agreement. Motion carried.

No action was taken regarding the appointments needed.

379-22

Motion by Henning, supported by Zender, to authorize payment to Shifman Fournier, in the amount of \$1,920.00, for labor related legal services rendered through October 31, 2022, to be paid from line item 101-239-801.020. Motion carried.

380-22

Motion by Henning, supported by Zender, to authorize Buildings and Grounds/Parks Department to immediately proceed with issuing a Request for Bids on behalf of the Lapeer County Sheriff's Department for Wrecker/Towing Services beginning in 2023, with a submission deadline of December 9, 2022 and report back to the Board with a recommendation. Motion carried.

381-22

Motion by Henning, supported by Zender, to have the discussion regarding the County Controller/Administrator position as an on-going agenda item for all meetings. Motion carried.

382-22

Motion by Zender, supported by Jarvis, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to authorize the Lapeer County Sheriff's Department to accept the attached quote from Motorola Solutions for the purchase of Body Cams and related equipment (hardware, accessories, implementation, and 5-year subscription fee), in an amount not to exceed \$180,166.25, to be paid from Fund 281 (expense category 6.1), with the understanding that all future subscription fees will be paid by the Sheriff Department's budget. Motion carried.

383-22

Motion by Zender, supported by Miller, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency and to aid in tourism, to authorize the Buildings & Grounds/Parks Department to proceed with Rowe Engineers to provide preliminary phase, RFP Process, and Design and Review services for the redevelopment waterpark area at Torzewski County Park, at a cost up to \$75,000, to be paid from Fund 281 (expense category 2.11). Motion carried.

384-22

Motion by Schneider, supported by Warren, to authorize the Sheriff's Department to fill one full-time Corrections position (#181), due to a recent resignation on 10/20/22, as well as any subsequent vacancy should an internal transfer occur, at no additional cost to the County's General Fund. Motion carried.

385-22

Motion by Schneider, supported by Warren, to authorize the Sheriff's Department to fill one full-time Road Patrol Deputy position (#155), due to a recent resignation on 10/31/22, as well as any subsequent vacancy should an internal transfer or promotion occur, at no additional cost to the County's General Fund. Motion carried.

386-22

Motion by Schneider, supported by Warren, to authorize the Health Department to fill the one full-time Clerk/Typist position (#284) due to a recent resignation, as well as any subsequent vacancy should an internal promotion or transfer occur, at no additional cost to the County's General Fund. Motion carried.

387-22

Motion by Schneider, supported by Warren, to authorize 911 Central Dispatch to fill one full-time Communications Shift Supervisor position (#225) due to an anticipated retirement effective 12/31/22, as well as any subsequent vacancy should an internal promotion occur, at no additional cost to the County's General Fund. Motion carried.

388-22

Motion by Schneider, supported by Warren, to authorize Community Mental Health to fill one regular part-time Peer Support position (#719) in the Children's Program due to a resignation effective 12/13/22, and any subsequent vacancy should an internal transfer or promotion occur, at no cost to the County's General Fund. Motion carried.

389-22

Motion by Schneider, supported by Warren, to authorize Community Mental Health to fill one regular part-time ABA Technician position (#710) in the Autism Benefits Program, which has been vacant more than 6 months, and any subsequent vacancy should an internal transfer occur, at no cost to the County's General Fund. Motion carried.

390-22

Motion by Schneider, supported by Warren, to authorize Community Mental Health to fill one full-time ABA Technician position (#383) in the Autism Benefit Program due to a recent resignation effective 11/21/22, as well as any subsequent vacancy should an internal transfer or promotion occur, at no cost to the County's General Fund. Motion carried.

391-22

Motion by Schneider, supported by Warren, to authorize Community Mental Health to fill one full-time Master Level Therapist position (#526) in the Triage/MICCS Program that has been vacant for longer than 6-months, as well as any subsequent vacancy should an internal transfer or promotion occur, at cost to the County's General Fund. Motion carried.

392-22

Motion by Schneider, supported by Warren, to authorize the Finance Department to post the Assistant Finance Officer position, in order to explore various options for filling the position such as part-time, contractual, temporary, or full-time and report back to the Committee, at no additional cost to the County's General Fund. Motion carried.

393-22

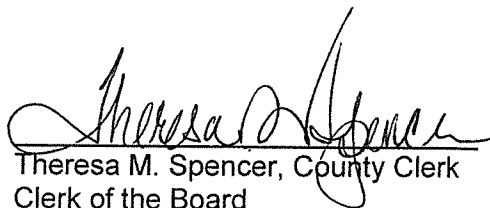
Motion by Henning, supported by Schneider, to approve the County's Audit Motion for disbursements dated November 10, 2022 and November 18, 2022, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission Audit Motion for disbursements dated November 17, 2022 based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call vote: Henning, aye; Jarvis, aye; Miller, aye; Schneider, aye; Warren, aye; Zender, aye; Roy, aye. 7 ayes. Motion carried unanimously.

Public Time – 2 people spoke during public time.

The Commissioners gave brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events.

Chairman Roy declared the meeting adjourned. 10:06 a.m.

Gary Roy, Chairman
Board of Commissioners



Theresa M. Spencer, County Clerk
Clerk of the Board

REQUEST FOR ACTION



DATE: 21 November 2022

X REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: BOC

FROM: Kathy Haskins, MPH, BSN

SUMMARY OF REQUEST / INFORMATION: Request acceptance of the FY 22-23 EGLE Grant Agreement, with signature of board chair.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Kathy Haskins and Steve Stoddard

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Copy of EGLE agreement

DRAFT MOTION: Motion by _____; supported by _____ to accept the Health Department EGLE Grant Agreement.

ATTACHMENTS YES X NO



LOCAL HEALTH DEPARTMENT GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND LAPEER COUNTY HEALTH DEPARTMENT

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Drinking Water and Environmental Health Division** ("State"), and **Lapeer County Health Department** ("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 166 of 2022**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: 2023 LHD Grant	Total amount of grant: \$190,952
Amount of grant State: \$189,177	Amount of grant Federal: \$1,775
Start Date: 10/1/2022	End Date: 9/30/2023

GRANTEE CONTACT INFORMATION:

Name/Title: Katherine Haskins, Health Officer
Organization: Lapeer County Health Department
Address: 1800 Imlay City Road
City, State, ZIP: Lapeer, MI 48446-3208
Phone Number: (810) 245-5581
E-Mail Address: khaskins@lapeercounty.org
Federal ID Number (Required for Federal Funding): 38-6005780
Grantee UEI Number (Required for Federal Funding): CET5MYVNZH69
SIGMA Vendor Number: CV0048174
SIGMA Vendor Address ID: 026

STATE’S CONTACT INFORMATION:

Name/Title: John McCann, Grant Coordinator
Division/Bureau/Office: Drinking Water and Environmental Health Division
Address: PO Box 30817
City, State, ZIP: Lansing, MI 48909-8311
Phone Number: 517-282-8225
E-Mail Address: McCannJ1@michigan.gov
General Grant Administration E-Mail Address: EGLE-DWEHD-Admin@michigan.gov

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:

	Gary Roy, County Chair of the Board of Commissioners	
Signature	Name/Title	Date

FOR THE STATE:

	Eric Oswald, Director, EGLE DWEHD	
Signature	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 other than budget line-item revisions less than 10 percent of the budget line item 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. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 10*

*Due to the State's year-end closing procedures, there is an accelerated due date for the report covering July 1 – September 30. 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 General Grant Administration E-Mail address on page 1.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(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 2 CFR 200, 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.

Federal Funds Only

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: www.SAM.gov.

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 three years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

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

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

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

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

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

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.

XXIII. DISCLOSURE OF INFORMATION

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

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

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

XXV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

A maximum of **\$1,775** is funded with Federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548721**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**. For a detailed breakdown of Federal funding by Program, please see Appendix B.

By accepting this contract, the grantee agrees to comply with the requirements of the **Safe Drinking Water Act: Sec. 1452** and the requirements found in the **2 CFR 200, 2 CFR 1500, 40 CFR 33, and 40 CFR 35 Subpart K**. These regulations include, but are not limited to the following:

(A) Single Audit Report/Schedule of Expenditures of Federal Awards (SEFA)

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 within nine months from the end of the grantee's fiscal year and uploaded to the Federal Audit Clearinghouse.

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) Hatch Political Activity Act

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). Sub-agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

(D) Establishing and Managing Subawards

The recipient agrees to:

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

(E) General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:

<https://www.epa.gov/grants/grant-terms-and-conditions#general>.

Recipients are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:

- (1) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- (2) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."
- (3) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
- (4) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."
- (5) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

(F) Disadvantages Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA 's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

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 an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

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

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to , or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

(G) Signage

The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide. (See Memo, "Guidelines for Enhancing Public Awareness of SRF Assistance Agreements," June 3, 2015.)

(H) Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

(I) State Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any sub-awards it makes under this agreement will require the sub-recipient to comply with the requirements in (b)(1) if the sub-recipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in sub-award agreements; and during sub-recipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the sub-recipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a sub-recipient or to be involved in the negotiation of an Interconnection Service Agreement between the sub-recipient and EPA.

(J) Quality Management Plan

In accordance with 2 CFR 1500.11, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated annually or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance requirement applies to all grants, cooperative agreements, contracts, and interagency agreements that involve the use of environmental data. If not included under the approved QMP, a

stand-alone QAPP is required for those projects/activities that result in the collection, production and/or use of environmental information, metrics, or data. The recipient agrees to ensure that an approved site specific QAPP is completed for each project. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved by the EPA Project Officer and Quality Assurance Regional Manager or through authorized delegation under an EPA approved recipient QMP based on procedures documented in the QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.

(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2021.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

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.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION
NONCOMMUNITY WATER SUPPLY PROGRAM (TYPE II PUBLIC)
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

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 *Noncommunity Water Supply Program 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, or other data system(s) provided by the State, 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 ten (10) days of the expiration date of the compliance schedule to ensure that all violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
9. Consult with the State in situations where the noncommunity public water supply injects a chemical into the water supply, provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds an MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct and document in WT (see Staff Reference Manual) site visits for treatment surveillance. The frequency at which treatment surveillance must occur is as follows: F-level treatment for surface water or groundwater under the direct influence of surface water – two (2) visits per year, D-level treatment such as chemical injection or removal of arsenic or nitrate – one (1) visit per year, Continuous Permanent Public Notice posting at certain Nitrate MCL systems with SO6 code – one (1) visit per year; Arsenic bottled water treatment alternative – one (1) visit per three (3) years. In rare instances, if current staff resources suitably trained to conduct surveillance visits are unavailable, the Grantee may make a written request by June 30 to reduce temporarily the number of surveillance visits to be conducted (described in more detail in the Staff Reference Manual).
10. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply; when there is a confirmed MCL violation; or when a Level 2 Assessment is required at a noncommunity water supply.
11. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well(s) as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the State.
12. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity (TMF) 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 TMF 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 set forth in R 325.1613 of the Groundwater Quality Control Rules, promulgated pursuant to Part 127,

Water Supply and Sewer Systems, of the Public Health Code, 1978 PA 368, as amended (Act 368); and R 325.10809 of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399) Rules.

16. Provide technical assistance and program oversight to noncommunity water supply owners and certified drinking water operators.
17. Grantees 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 data entry no later than 15 days following the end of the quarter.
20. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the EGLE laboratory, for compliance monitoring.
21. Grantees interested in performing Source Water Assessments (SWA) of NTNCWSs shall:
 - a. Participate in a SWA training event hosted by EGLE.
 - b. Utilize the State prepared form and assessment tools.
 - c. Perform an onsite visit and complete the assessment worksheet with the NTNCWS.
 - d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days after the end of each quarter.
22. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Submit completed RTCR spreadsheet to EGLE on a quarterly basis.

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 Grantee's that conduct certified operator continuing education. Provide "train the trainer" workshops and ongoing assistance as needed.

3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.
4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
6. Provide administrative oversight of the Grantee's noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee's noncommunity water supply program relative to meeting the agreement requirements and overall program goals and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the EGLE Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. Provide materials to designated Grantee's to be used if they choose to perform SWAs at NTNCWS. Provide training to Grantee's and ongoing assistance as needed. Complete the SWA by performing final data entry and determining system susceptibility. Return completed assessment to the NTNCWS and Grantee.
11. State contact for Source Water Assessments is Travis Bauer, Geologist. He may be contacted by telephone at 517-242-4560; by e-mail at BauerT1@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed SWA documentation shall be e-mailed to EGLE-EH@michigan.gov.
12. State contact for drinking water supply certified operator continuing education is Brianna Moore, Environmental Quality Analyst. She may be contacted by telephone at 517-899-6955; by e-mail at MooreB15@michigan.gov; or by mail at EGLE-DWEHD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms shall be e-mailed to EGLE-EH@michigan.gov and participant rosters shall be e-mailed to EGLE-OTCU-Training@michigan.gov.
13. State contact for the *Noncommunity Water Supply Program* is Dan Dettweiler, Noncommunity Water Supplies Unit Supervisor. He may be contacted by telephone at 517-614-8644; by e-mail at DettweilerD@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

E. Performance/Progress Report Requirements

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

F. Reimbursement Schedule

Submit the quarterly Financial Status Report (FSR) form to EGLE-DWEHD-Admin@michigan.gov, in addition to the following:

Program Activity	Allocation Basis	Payment Request
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	Request for payment is included on the FSR form. Payment subject to EGLE performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports and active supplies recorded in WT as using bottled water for nitrate or arsenic MCLs.	Request for payment is included on the FSR form. Payment subject to EGLE performance review verification.
Local Assistance – Capacity Development and Source Water Assessment (LA MAX) ³	Capacity Development – Service based on \$150 per completed assessment for new NTNCWS.	Request for payment for assessments completed during the quarter should be included on the FSR form. Submit WT report of completed capacity assessments to address below. ¹
Local Assistance – Capacity Development and Source Water Assessment (LA MAX) 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 (5) years.	Request for payment for assessments completed during the quarter should be included on the FSR form. E-mail the assessment worksheets as they are completed to address below. ²
General Fund	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	Request for payment for program expenditures incurred during the quarter should be included on the FSR form. Payment subject to EGLE performance review verification.

¹ Capacity Development for new NTNCWS reimbursement is prompted by an e-mail to EGLE-WATERTRACK@michigan.gov within 15 days after the end of each quarter. The e-mail must include the water supply serial number (WSSN) of new NTNCWS facility that has demonstrated adequate technical, managerial, and financial capacity. Service is reimbursed quarterly.

² Source Water Assessment reimbursement is prompted by an e-mail documenting the NTNCWS facility and date the SWA was performed. LHDs should e-mail completed worksheets to EGLE-EH@michigan.gov as they are completed, but no later than 15 days after the end of each quarter. Payment subject to EGLE performance review verification. Service is reimbursed quarterly.

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

G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION
DRINKING WATER LONG-TERM MONITORING PROGRAM
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

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 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 on a quarterly basis for each drinking water well sampled on the Drinking Water Monitoring List (List) per sample event and associated work. The State will also reimburse the Grantee for all reasonable costs associated with transmitting the water samples/forms to the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water Laboratory (Laboratory). The agreement amount maximum is provided in the Drinking Water Long-Term Monitoring 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 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 period of time 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, the following minimum sample collections are to be collected prior to September 1, 2023:
 - All samples listed as an annual collection event.
 - At least one round of samples listed as semiannual.
 - At least one round of samples listed as triannual.
 - At least two rounds of samples listed as quarterly.

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

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under the Drinking Water Long-Term Monitoring Program 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 Michigan.gov/EGLELab or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.
7. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within six (6) weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see "EGLE CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective EGLE, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other EGLE program staff as directed by SWU CIP staff.

D. Requirements – State

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

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Assist Grantee in drafting health advisory letters.
3. Instruct Grantee staff on sample collection protocol, when requested.
4. Update Grantee with changes for any Site in the Drinking Water Long-Term 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 Ms. Sara Pearson. She may be contacted by telephone at 517-420-3219; by e-mail at pearsons@Michigan.gov; or by mail at EGLE-DWEHD, Contamination Investigation Program, 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.

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

The State will reimburse the Grantee \$90 for each sampling event and associated work performed in accordance with the List and designated frequency during the year ending September 30, 2023.

Reimbursement shall be requested on a quarterly basis by submittal of required reports to the SWU CIP designated representative and submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. The final payment for the fiscal year 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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION
CAMPGROUND PROGRAM
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of campground program 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.

B. Program Budget and Agreement Amount

The Grantee will be reimbursed on a quarterly basis for the annual inspection of licensed campgrounds that were completed during the quarter. 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 be provided an allocation on a quarterly basis to help administer a campground inspection program.

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 are to be submitted to the State within two (2) weeks following the inspection.

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 are to be forwarded to the State within two (2) weeks after the licensing period.

The Grantee will provide a list of temporary campgrounds, that includes campground name and fee category, to the State for review by October 16, 2023.

Requirements – State

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

The State will provide technical assistance as requested and periodic oversight to the Grantee relative to campground compliance issues. 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 contact person is Sarah Rottiers, who may be reached at 517-282-4032; or RottiersS@michigan.gov; or at EGLE, Drinking Water and Environmental Health Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

D. Performance/Progress Report Requirements

Submit annual inspection reports through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a new web application. Please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

Submit issued Temporary Campground Licenses to EGLE-EH@michigan.gov.

E. 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, 2023.

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please attach a list of the campgrounds inspected during the quarter.

The State will also provide the Grantee with an allocation on a quarterly basis to help administer a campground program. This amount is based on the active campground inventory. The request for payment is included on the FSR form.

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, 2023.

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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION
PUBLIC SWIMMING POOL PROGRAM
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

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 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 for work in the Public Swimming Pool Program completed between October 1, 2022 and September 30, 2023. The agreement amount is provided in item *F. Reimbursement Schedule* and in the *Public Swimming Pool Program 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 calendar years 2022 and/or 2023, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have paid the appropriate licensing fees for calendar years 2022 and/or 2023 should be inspected.

Indoor pools should be inspected during the months of January, February, March, or April except for public swimming pools located at schools. It is acceptable to inspect pools at schools during September. Outdoor pools should be inspected during the operating season of May, June, July, or August. Pool inspections during the months of October, November and December should be avoided as much as possible.

Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

D. Requirements – State

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

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 Ms. Starla Walter. She may be contacted by telephone at 517-282-7362; by e-mail at WalterS4@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section – Public Swimming Pool Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

E. Performance/Progress Report Requirements

Submit inspection reports and other entity documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a web application. To get started, please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

F. Reimbursement Schedule

The State will reimburse the Grantee on a quarterly basis according to the license criteria listed below for those public swimming pools inspected during the period of October 1, 2022 to September 30, 2023, 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 (Late Renewal)	\$45.00
License renewal beyond April 30 without a license (Lapsed Renewal)	\$70.00

*Applies only to those local jurisdictions that are certified by the Department of Environment, Great Lakes, and Energy to conduct the initial inspections.

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD Admin@michigan.gov. Please attach a list of the swimming pools inspected during the quarter.

The State will also provide the Grantee with an allocation on a quarterly basis to help administer a public pool program. This amount is based on the active public pool inventory. The request for payment is included on the FSR form.

Payments will be made for those public swimming pools that have all fees paid in full for the 2022 licensing year and an inspection report dated between October 1, 2022 and December 31, 2022 has been submitted by January 14, 2023.

Payments will be made for those public swimming pools that have all fees paid in full for the 2023 licensing year and an inspection report dated between January 1, 2023 and September 30, 2023 has been submitted by October 5, 2023. Pools inspected after September 30, 2023 to meet calendar year 2023 requirements will still be reimbursed but will fall under the next fiscal year grant 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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION
SEPTAGE PROGRAM
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

The Department of Environment, Great Lakes, and Energy (EGLE) will reimburse the Grantee on a quarterly basis according to the following criteria:

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

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

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

C. Requirements – Grantee

1. The Grantee shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Grantee will provide a timely and appropriate response to all violations in a manner described in an EGLE Septage Program document entitled, "Fiscal Year 2023 Enforcement Policy."
2. The Grantee shall conduct inspections of all EGLE licensed septage land sites and septage vehicles on an annual basis in accordance with Part 117 and as established in an EGLE Septage Program document entitled "Fiscal Year 2023 Compliance Inspection Policy." The Grantee shall use EGLE's online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be forwarded to the State within two (2) weeks following the inspection.
3. EGLE shall notify the Grantee to conduct inspections of new land application sites and new vehicles. The Grantee shall conduct inspections of new land application sites and new vehicles and submit the material to EGLE's Septage Program within two (2) weeks from the date of receipt of EGLE notification. The inspections are conducted to verify that the new sites, the new septage vehicles, and the servicing methods are in compliance with Part 117. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website.

4. The Grantee shall conduct annual inspections of all EGLE authorized septage receiving facilities in their jurisdiction using current inspection forms provided by EGLE. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
5. The Grantee shall conduct inspections of all EGLE authorized septage storage facilities on an annual basis. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
6. The Grantee should complete **all** inspections by **August 31, 2023**. Septage inspections during the month of September ought to be avoided as much as possible. However, if necessary, the Grantee may continue to complete inspections until **September 30, 2023**.

Inspection requirement details are outlined in the document entitled, "Septage 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 of Michigan

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

1. EGLE shall provide up to date license application materials on the program website available under *Program Forms/Downloads*.
2. EGLE shall perform a one-time, detailed review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the Grantee for inspection.
3. EGLE shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on *Health Department Information* or *Land Application Information* located under *Program Forms/Downloads*. The inspection forms include:
 - a. Existing Land Site Inspection Form (EQP5900).
 - b. New Land Site Inspection Form (EQP5970).
 - c. Cropping Plan Form (EQP5928).
 - d. Vehicle Inspection PDF Fillable Form (EQP5901).
 - e. Receiving Station Inspection Form (EQP5911).
 - f. Storage Facility Checklist (EQP5966).
4. EGLE will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Grantee. EGLE will make available detailed land application record review and inspection resources necessary to assist the Grantee in their consideration of cropping plans for existing sites within their respective jurisdictions.
5. EGLE will provide resources, technical assistance, regional training, and program support as requested by the Grantee. 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*.

6. EGLE shall provide program updates and information via the program website's *Septage Program FAQ's* (Frequently Asked Questions) and informational mailings. The Grantee will be copied on memos and letters issued to licensed septage businesses.

E. Performance/Progress Report Requirements

Submit inspections and other septage facility documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS). Please send e-mail to EGLE-DWEHD-ITApplicationSupport@michigan.gov or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday to get started. To utilize MiEHDWIS, a MILogin Third Party account must be created for health department staff.

F. Reimbursement Schedule

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD Admin@michigan.gov. Please attach a list of the Septage Program inspections that were completed during the quarter.

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 must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

PROGRAM FUNDING - APPENDIX B

Noncommunity Water Supply Program (Type II Public)

1. Standard and Operator Assistance - Total Amount: \$42,944

Standard - State Funding Amount: \$42,069

Operator Assistance - **Federal** Funding Amount: \$875

The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548721**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**.

2. Local Assistance - Capacity Development and Source Water Assessment - **Federal** Funding Amount: \$900

The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548721**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**.

4. General Fund - State Funding Amount: \$139,888

Drinking Water Long-Term Monitoring

1. RRD State Funding Amount: \$1,400
2. General Fund - State Funding Amount: \$920

Campground Program

1. Campground Fund - State Funding Amount: \$500
2. General Fund - State Funding Amount: \$1,320

Public Swimming Pool Program

1. Public Swimming Pool Fund - State Funding Amount: \$1,000
2. General Fund - State Funding Amount: \$2,080

Septage Program

Septage Fund - State Funding Amount: \$ 0

2A

REQUEST FOR ACTION

DATE: **November 21, 2022**

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: 71A District Court

SUMMARY OF REQUEST / INFORMATION:

Requesting acceptance of the Grant Agreement between the State Court Administrative Office, 71A District Court and 40th Circuit Court which will provide funding for Drug Court for the period of October 1, 2022 through September 30, 2023. This grant acceptance is required to be submitted electronically to the State. No General Fund monies are used for this program.

CONTACT PERSON(S): Maureen Salayko, District Court Administrator

SUPPORTING DOCUMENTS: Please see attached Drug Court contracts, three (3) copies.

DRAFT MOTION:

Motion by _____ supported by _____ to authorize the County Controller/Administrator to electronically accept the approved grant agreement between the State Court Administrative Office, 71A District Court and 40th Circuit Court for the period of October 1, 2022 through September 30, 2023, at no cost to the County's General Fund; and further, that a copy of the electronically submitted grant agreement be forwarded to the County Clerk to be filed as an official exhibit.

ATTACHMENTS YES XX NO _____

**Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2023 Contract**

Grantee Name: 71A District Court — Adult Drug Court
Unique Identifier: U10126
Federal ID Number: 38-6005780
Contract Number: 28988
Grant Amount: \$28,000

1. DEFINITIONS GOVERNING CONTRACT

The definitions below govern the terms used in this Contract.

1.01 The term “Authorizing Official” means an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Contract.

1.02 The term “Contract” as used in this document means the Contract between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.03 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.04 The term “Effective Date” means the date upon which this Contract becomes effective, which is the date the Contract is signed by both Parties. If the Parties do not sign the Contract on the

same date, the latest specified date will become the Contract's effective date.

1.05 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.06 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Contract.

1.07 The term "Grantee" as used in this Contract includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.08 The term "Grantee's agents" as used in this Contract includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.09 The term "Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, agents and/or subrecipients jointly with the SCAO while engaged in Services under this Contract.

1.10 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.11 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.12 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Contract. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.13 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee agrees to provide to the SCAO under this Contract, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Contract.

1.14 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.15 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.16 The term "WebGrants" refers to the web-based grant management system used by SCAO.

1.17 The term "Work Product" refers to reports, programs, manuals, tapes and videos prepared under this Contract and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Contract and amendments thereto.

2. PARTIES

2.01 This Contract is between the SCAO and the 71A District Court — Adult Drug Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$28,000 for the Grantee's expenses under this Contract.

3.02 The grant funding is from the Michigan Drug Court Grant Program.

4. DURATION

4.01 This Contract begins on October 1, 2022, and ends on September 30, 2023, at 11:59 p.m.

5. TERMS

5.01 This Contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following which can be found in WebGrants:

- A. Reporting requirements (see Attachment I),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Contract.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the grant amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant for Services rendered.

7.02 The Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses.

7.03 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Contract is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Contract is effective.

7.04 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

7.05 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Contract before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.07 The Grantee may request to amend the grant budget by submitting a Contract Amendment in WebGrants. The SCAO must approve any request to amend the grant budget.

7.08 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.09 All Expense reimbursement is subject to the SCAO's approval.

7.10 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

9.01 The Grantee may not assign any portion of this Contract except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Contract shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Contract. However, to the extent that it is, all medical and treatment information of participants served under this Contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
- D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Contract performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 26 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 The Grantee agrees to return all Confidential Information to the SCAO immediately upon the termination of this Contract and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Contract. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, INVENTIONS, AND IMPROVEMENTS

12.01 All written or visual Work Product shall belong to the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Contract and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential and Proprietary Information as defined in this Contract if the Work Product enters the public domain. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Contract without the prior written permission of the SCAO.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee while engaged in Services under this Contract. As to each such disclosure, the Grantee shall specifically bring to SCAO's attention any features or concepts related to Inventions, Patented and/or Copyrighted Materials that are new, unique or different such that they may qualify for copyright, patent or other intellectual property protection.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that as of the Effective Date of the Contract, there are no Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Contract provisions before entering into this Contract. Further, the Grantee warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that as of the Effective Date of the Contract, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Contract.

13. INSURANCE

13.01 The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Contract.

14. LIABILITY AND INDEMNIFICATION

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Contract. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Contract, it is not subject to any liabilities or expenses that could interfere with Contract performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Contract so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 26 of this Contract.

17. SUSPENSION, TERMINATION, AND REDUCTION

17.01 The SCAO and/or the Grantee may reduce the project budget, or suspend or terminate this Contract without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Contract are not adhered to by the Grantee/subrecipients.
- B. If the Grantee fails to make progress satisfactory to SCAO toward the project goals, objectives, or strategies set forth in this Contract, including but not limited to a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the fiscal year.
- C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- D. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 23.
- E. If the Grantee is charged with of any criminal activity or offenses during the term of this Contract or any extension thereof.
- F. If funding for this Contract becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- G. The SCAO may immediately suspend or terminate this contract if the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- H. The SCAO may immediately suspend or terminate this contract if any report from Section 16 is at least 45 days late.

17.02 Each Party has the right to terminate this Contract without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Contract will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

17.03 The SCAO may immediately suspend or terminate this Contract if the Grantee or any of the Grantee's agents are convicted of a criminal offense that directly or indirectly involves grant funds.

17.04 If the SCAO terminates this Contract under Section 17, with the exception of termination stated in Section 17.01(F), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

17.05 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this Contract ends.

18. COMPLIANCE WITH LAWS

18.01 The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

19. MICHIGAN LAW

19.01 This Contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Contract in the Court of Claims in the state of Michigan.

20. CONFLICT OF INTEREST

20.01 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Contract.

21. DEBT TO STATE OF MICHIGAN

21.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

22. CONTRACT DISPUTE

22.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Contract within 10 business days of discovery of the alleged breach as provided in Section 26 of this Contract.

23. PROGRAM CERTIFICATION

23.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family dependency treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Contract.

24. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

24.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

25. AMENDMENT

25.01 The parties may amend this Contract only in writing signed by both parties.

25.02 The SCAO and the Grantee must submit a budget/project amendment through

WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this Contract shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

26.02 The Grantee's contact person is:

Dawn Kozlowicz
71A District Court
255 Clay Street
Lapeer, Michigan 48446
dkozlowicz@lapeercounty.org

26.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

27. GRANTEE'S AUTHORIZING OFFICIAL

27.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. ***The Authorizing Official may not be a judge or other state employee and must be an employee of the Grantee's funding unit.*** The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chair of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

27.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Contract represents the mutual agreement and acceptance of this Contract by all persons who are authorized to enter into binding contracts for the Grantee.

The remainder of this page is intentionally left blank.

SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 28988

28. SIGNATURE OF PARTIES

28.01 This Contract is not effective unless signed by both Parties.

28.02 The signatures on this contract are electronic through the DocuSign system.

28.03 The DocuSign system requires an agent of the Grantee to send this Contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Grantee's Authorizing Official for signature.

28.04 The DocuSign system requires an agent of the SCAO to send this Contract to the State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the State Court Administrator for signature.

**71A District Court
Adult Drug Court**

State Court Administrative Office

Grantee's Authorizing Official's Signature

Authorizing Official's Signature

Grantee's Authorizing Official's Name

Authorizing Official's Name

Grantee's Authorizing Official's Title

Authorizing Official's Title

Date Signed by Grantee's Authorizing Official

Date Signed by Authorizing Official

ATTACHMENT 1
FY 2023 REPORTING REQUIREMENTS
October 1, 2022, through September 30, 2023

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2022, through December 31, 2022.
May 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2023, through March 31, 2023.
August 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2023, through June 30, 2023.
November 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2023, through September 30, 2023.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2023*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2023	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2023	Courts will be reporting on expenditures from October 1, 2022, through December 31, 2022.
April 10, 2023	Courts will be reporting on expenditures from January 1, 2023, through March 31, 2023.
July 10, 2023	Courts will be reporting expenditures from April 1, 2023, through June 30, 2023.
October 10, 2023	Courts will be reporting expenditures from July 1, 2023, through September 30, 2023.

PROGRESS REPORT	
DUE DATE	NOTE
October 30, 2023* Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2022, through September 30, 2023.

*Planning Grants – If your court is receiving a FY 2023 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

2B

REQUEST FOR ACTION

DATE: **November 21, 2022**

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: 71A District Court

SUMMARY OF REQUEST / INFORMATION:

Requesting acceptance of the Grant Agreement between the State Court Administrative Office, 71A District Court and 40th Circuit Court which will provide funding for Mental Health Court for the period of October 1, 2022 through September 30, 2023. This grant acceptance is required to be submitted electronically to the State. No General Fund monies are used for this program.

CONTACT PERSON(S): Maureen Salayko, District Court Administrator

SUPPORTING DOCUMENTS: Please see attached Mental Health Court contracts, three (3) copies.

DRAFT MOTION:

Motion by _____ supported by _____ to authorize the County Controller/Administrator to electronically accept the approved grant agreement between the State Court Administrative Office, 71A District Court and 40th Circuit Court for the period of October 1, 2022 through September 30, 2023, at no cost to the County's General Fund; and further, that a copy of the electronically submitted grant agreement be forwarded to the County Clerk to be filed as an official exhibit.

ATTACHMENTS YES XX NO _____

**Michigan Supreme Court
State Court Administrative Office
Michigan Mental Health Court Grant Program
Fiscal Year 2023 Contract**

Grantee Name: 71A District Court — Adult Mental Health Court
Unique Identifier: U20021
Federal ID Number: 38-6005780
Contract Number: 28992
Grant Amount: \$62,140

1. DEFINITIONS GOVERNING CONTRACT

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1.02 The term “Contract” as used in this document means the Contract between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.

1.03 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Contract when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.04 The term “Effective Date” means the date upon which this Contract becomes effective, which is the date the Contract is signed by both Parties. If the Parties do not sign the Contract on the

same date, the latest specified date will become the Contract's effective date.

1.05 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.06 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Contract.

1.07 The term "Grantee" as used in this Contract includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.08 The term "Grantee's agents" as used in this Contract includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.09 The term "Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, agents and/or subrecipients jointly with the SCAO while engaged in Services under this Contract.

1.10 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.11 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.12 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Contract. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.13 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee agrees to provide to the SCAO under this Contract, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Contract.

1.14 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.15 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Contract. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.16 The term "WebGrants" refers to the web-based grant management system used by SCAO.

1.17 The term "Work Product" refers to reports, programs, manuals, tapes and videos prepared under this Contract and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Provider under this Contract and amendments thereto.

2. PARTIES

2.01 This Contract is between the SCAO and the 71A District Court — Adult Mental Health Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$62,140 for the Grantee's expenses under this Contract.

3.02 The grant funding is from the Michigan Mental Health Court Grant Program.

4. DURATION

4.01 This Contract begins on October 1, 2022, and ends on September 30, 2023, at 11:59 p.m.

5. TERMS

5.01 This Contract contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following which can be found in WebGrants:

- A. Reporting requirements (see Attachment 1),
- B. Assurances,
- C. Allowable/disallowable expense list,
- D. Conditions on Expenses, and
- E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Contract or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Contract.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the grant amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Contract terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant for Services rendered.

7.02 The Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses.

7.03 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Contract is effective. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Contract is effective.

7.04 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list and the approved budget.

7.05 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding, participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Contract can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Contract before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.07 The Grantee may request to amend the grant budget by submitting a Contract Amendment in WebGrants. The SCAO must approve any request to amend the grant budget.

7.08 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.09 All Expense reimbursement is subject to the SCAO's approval.

7.10 The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

9.01 The Grantee may not assign any portion of this Contract except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Contract shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Contract to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Contract. However, to the extent that it is, all medical and treatment information of participants served under this Contract is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

- A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
- C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
- D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Contract performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 26 of this Contract before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 The Grantee agrees to return all Confidential Information to the SCAO immediately upon the termination of this Contract and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Contract. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Contract.

12. RIGHTS TO WORK PRODUCT, INVENTIONS, AND IMPROVEMENTS

12.01 All written or visual Work Product shall belong to the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Contract and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Contract.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Contract that is not Confidential and Proprietary Information as defined in this Contract if the Work Product enters the public domain. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Contract without the prior written permission of the SCAO.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee while engaged in Services under this Contract. As to each such disclosure, the Grantee shall specifically bring to SCAO's attention any features or concepts related to Inventions, Patented and/or Copyrighted Materials that are new, unique or different such that they may qualify for copyright, patent or other intellectual property protection.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that as of the Effective Date of the Contract, there are no Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Contract provisions before entering into this Contract. Further, the Grantee warrants that its performance under this Contract will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that as of the Effective Date of the Contract, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Contract.

13. INSURANCE

13.01 The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Contract.

14. LIABILITY AND INDEMNIFICATION

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Contract. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Contract, it is not subject to any liabilities or expenses that could interfere with Contract performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Contract, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Contract. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Contract for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Contract so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 26 of this Contract.

17. SUSPENSION, TERMINATION, AND REDUCTION

17.01 The SCAO and/or the Grantee may reduce the project budget, or suspend or terminate this Contract without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Contract are not adhered to by the Grantee/subrecipients.
- B. If the Grantee fails to make progress satisfactory to SCAO toward the project goals, objectives, or strategies set forth in this Contract, including but not limited to a determination by the SCAO after second quarter claims are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the end of the fiscal year.
- C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- D. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 23.
- E. If the Grantee is charged with of any criminal activity or offenses during the term of this Contract or any extension thereof.
- F. If funding for this Contract becomes unavailable to the SCAO due to appropriation or budget shortfalls.
- G. The SCAO may immediately suspend or terminate this contract if the Grantee does not comply with a contract term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- H. The SCAO may immediately suspend or terminate this contract if any report from Section 16 is at least 45 days late.

17.02 Each Party has the right to terminate this Contract without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee will still be required to fulfill the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Contract will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

17.03 The SCAO may immediately suspend or terminate this Contract if the Grantee or any of the Grantee's agents are convicted of a criminal offense that directly or indirectly involves grant funds.

17.04 If the SCAO terminates this Contract under Section 17, with the exception of termination stated in Section 17.01(F), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

17.05 The SCAO may reduce the Grantee's grant amount at any time if the SCAO determines that the Grantee is not reasonably likely to fully expend the grant funds by the time this Contract ends.

18. COMPLIANCE WITH LAWS

18.01 The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

19. MICHIGAN LAW

19.01 This Contract shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Contract in the Court of Claims in the state of Michigan.

20. CONFLICT OF INTEREST

20.01 Because this Contract involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Contract.

21. DEBT TO STATE OF MICHIGAN

21.01 The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

22. CONTRACT DISPUTE

22.01 The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Contract within 10 business days of discovery of the alleged breach as provided in Section 26 of this Contract.

23. PROGRAM CERTIFICATION

23.01 Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family dependency treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Contract.

24. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

24.01 The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

25. AMENDMENT

25.01 The parties may amend this Contract only in writing signed by both parties.

25.02 The SCAO and the Grantee must submit a budget/project amendment through

WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

26. DELIVERY OF NOTICE

26.01 Written notices and communications required under this Contract shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

26.02 The Grantee's contact person is:

Dawn Kozlowicz
71A District Court
255 Clay Street
Lapeer, Michigan 48446
dkozlowicz@lapeercounty.org

26.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

27. GRANTEE'S AUTHORIZING OFFICIAL

27.01 The Grantee's "Authorizing Official" is the individual who signs this Contract. The Authorizing Official must be a person who is authorized to enter into a binding contract for the Grantee. *The Authorizing Official may not be a judge or other state employee and must be an employee of the Grantee's funding unit.* The Authorizing Official might be from the Executive or Legislative Branch of the Grantee — for example, the Authorizing Official might be the County Administrator, Chair of the Board of Commissioners, Court Administrator, City Manager, Legal Counsel, Finance Director, or Mayor.

27.02 Only one person may sign this Contract as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Contract represents the mutual agreement and acceptance of this Contract by all persons who are authorized to enter into binding contracts for the Grantee.

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SIGNATURES OF PARTIES
Michigan Mental Health Court Grant Program
CONTRACT NUMBER: 28992

28. SIGNATURE OF PARTIES

28.01 This Contract is not effective unless signed by both Parties.

28.02 The signatures on this contract are electronic through the DocuSign system.

28.03 The DocuSign system requires an agent of the Grantee to send this Contract to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Contract can be sent to the Grantee's Authorizing Official for signature.

28.04 The DocuSign system requires an agent of the SCAO to send this Contract to the State Court Administrator for review and signature. Selecting the dropdown below confirms that the Contract can be sent to the State Court Administrator for signature.

71A District Court
Adult Mental Health Court

State Court Administrative Office

Grantee's Authorizing Official's Signature

Authorizing Official's Signature

Grantee's Authorizing Official's Name

Authorizing Official's Name

Grantee's Authorizing Official's Title

Authorizing Official's Title

Date Signed by Grantee's Authorizing Official

Date Signed by Authorizing Official

ATTACHMENT 1
FY 2023 REPORTING REQUIREMENTS
October 1, 2022, through September 30, 2023

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
February 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of October 1, 2022, through December 31, 2022.
May 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of January 1, 2023, through March 31, 2023.
August 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of April 1, 2023, through June 30, 2023.
November 15, 2023*	Courts will be reviewing error reports reflecting data entered into DCCMIS for the time period of July 1, 2023, through September 30, 2023.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2023*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2023	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2023	Courts will be reporting on expenditures from October 1, 2022, through December 31, 2022.
April 10, 2023	Courts will be reporting on expenditures from January 1, 2023, through March 31, 2023.
July 10, 2023	Courts will be reporting expenditures from April 1, 2023, through June 30, 2023.
October 10, 2023	Courts will be reporting expenditures from July 1, 2023, through September 30, 2023.

PROGRESS REPORT	
DUE DATE	NOTE
October 30, 2023* Year-End Report	Courts will be reporting on progress made during the grant period – October 1, 2022, through September 30, 2023.

*Planning Grants – If your court is receiving a FY 2023 planning grant, you are only required to complete this report if the program becomes operational during this fiscal year.

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LIST OF BOARD APPOINTMENTS BY EXPIRATION DATE
Revised 11/14/2022

Name	Board	Length of Term	Expiration Date
Vacant needing to be filled			
2022			
Richard Ziehm	Agricultural Preservation Board	3-year term	December 31, 2022
Scott Jarvis	Agricultural Preservation Board	3-year term	December 31, 2022
Bruce Cady	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Gary Phillips	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Quentin Bishop	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Paul Bowman	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Michael Connors	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Jessica Marco	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Richard Voss	Building Authority	3-year term	December 31, 2022
Gary Phillips	Economic Development Corporation Board of Directors	6-year term	December 31, 2022
Michael Connors	Economic Development Corp.	6-year term	December 31, 2022
Tom Kish - Citizen at Large	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2022
Kevin Boxey - Community Group	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2022
Cheryl Clark - Community Group	Emergency Planning Committee/Emergency Management Advisory C	2-year term	December 31, 2022
Michael Hemmingsen	GLS-Region V Planning	1-year term	December 31, 2022
Richard VanHaften	GLS Region V Planning	1-year term	December 31, 2022
Ana Lerma	Senior Programs Advisory Board - District#1	2-year term	December 31, 2022
Gary Roy	Senior Programs Advisory Board - District#2	2-year term	December 31, 2022
Walt Roseburgh	Senior Programs Advisory Board - District#3	2-year term	December 31, 2022
A. Wayne Bennett	Senior Programs Advisory Board - District#4	2-year term	December 31, 2022
Rick Warren	Senior Programs Advisory Board - District#5	2-year term	December 31, 2022
Bonnie Kavalunas	Senior Programs Advisory Board - District#6	2-year term	December 31, 2022
Vacant	Senior Programs Advisory Board - District#7	2-year term	December 31, 2022
Jeff Satkowski	Senior Programs Advisory Board - Member	2-year term	December 31, 2022
Alan Pierce	Senior Programs Advisory Board - Member	2-year term	December 31, 2022
Roberta (Bonnie) Freeman	Senior Programs Advisory Board - Lapeer Center	2-year term	December 31, 2022
Pat Arnaud	Senior Programs Advisory Board - Inlay City Center	2-year term	December 31, 2022

PROPOSED DRAFT MOTION
FROM THE
NOVEMBER 17, 2022
ARPA COMMITTEE MEETING

1. Motion by Zender, supported by Bishop, to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to authorize the Lapeer County Clerk's Office to purchase a Vital Records Software Program through Deketo Company in the amount of \$12,600.00 (which includes software licensing, client-server database licensing, internet server database licensing, installation, training, data conversion, and one year of maintenance), with the understanding that the data will be stored on the Register of Deeds server, and the County Clerk will pay future annual maintenance fees from within their department's budget; and further, to authorize the purchase of a scanner for an additional expense of \$1,000 from an appropriate vendor, in order to scan the older vital records, with the total cost to be paid from Fund 281 (expense category 6.1). Motion carried unanimously.