

IONIA COUNTY BOARD OF COMMISSIONERS

**November 13, 2018 -3:00 p.m.
Conference room – Central Dispatch Building**

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment**

(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
 - B. Approve minutes of closed session October 23, 2018
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Resolution of appreciation for Sheriff Dale Miller
 - B. Commission on Aging Request to fill part time position
 - C. Health Department – fee schedule addition
 - D. Health Department – Contract Renewal with Michigan Department of Environmental Quality
 - E. Health Department – Agreement with MSU
 - F. Agreement for MSU Extension Service's
 - G. Public Defenders – request for outside employment
 - H. Public Defenders – Chief Public Defender request for 2 weeks' vacation
 - I. Public Defenders - request wage increase
 - J. District Court Request to Appoint – Brent Denny Community Corrections Advisory Board
 - K. District Court – Independent Contractor agreement
 - L. Central Dispatch Budget Amendment request
 - M. Sheriff Office Budget Amendment request
 - N. Acknowledgement of applications for appointment
 - 1. Commission on Aging Board – Three three-year appointment

IX. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. County Administrator

X. Reports of Special or Ad Hoc Committees

XI. Public Comment (3 minute time limit per speaker)

XII. Closed Session

- A. Central Dispatch Union negotiations
- B. Central Dispatch lease agreement

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- Construction Board of Appeals – Two two-year terms, expiring October 2019. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term expiring April 2020.
- Parks Advisory Board – One two-year term expiring January 2019, serving as a Member-at-Large from the Lyons Area.
- Commission on Aging Board one three-year term expiring September 2018

Non-Commissioner Appointments for consideration in the month of December 2018:

- *Central Dispatch Board of Directors* – six two-year - two Citizen Representative appointments, one Township Board Representative, one Firefighter Representative, one Emergency Medical Services Representative, one County Commissioner
- *EightCap Governing Board* – One two-year appointments, which must be a County Commissioner.
- *Road Commission* –two six-year appointments.
- *Substance Abuse Initiative* – three two-year appointments – one from each of the following commissioner districts: District Three, District Four, District Five.
- *West Michigan Regional Planning Commission* – Three one-year appointments, one Elected Official, one County Commissioner or County Staff, one Private Sector Representative

Non-Commissioner Appointments for consideration in the month of January 2018: None

RESOLUTION

Resolution of the Ionia County Board of Commissioners at a meeting of said Board held on the 13th day of November 2018, at the Ionia County Courthouse, Ionia, Michigan.

We gather here to pay tribute to

DALE MILLER

Who will be retiring from his position as the Sheriff of the County of Ionia on December 8, 2018; and WHEREAS, Dale Miller began his career with the County of Ionia as a Deputy in July 1986; being promoted to Sergeant in 1992, Lieutenant in 1996, and appointed to Detective/Lieutenant in 1998, followed in 2001 by a promotion to Undersheriff; and

WHEREAS, Dale Miller was elected Sheriff in January 2013; and

WHEREAS, Sheriff Miller has worked in partnership with numerous City, County, State, and Federal Officials and has served as a member of various boards, including The Right Door for Hope, Recovery and Wellness; IM Safe Child Advocacy Center; MMRMA-Lower Peninsula Law Enforcement Advisory Board; Advisory Board of Michigan Sheriffs' Coordinating and Training Council; Michigan Sheriffs' Association-Awards Committee Member; and Victims' Advocates Advisory Board; and

WHEREAS, Sheriff Miller was instrumental in the promotion of various safety programs, including the Bus Safety Program and Handle with Care Child Safety Program; and further was successful in implementing mental health and substance abuse programs which offered critical services to those within the jail population, and

WHEREAS, under Sheriff Miller's leadership, trainings were developed and offered in many area schools and local businesses to safeguard against active shooters and other violent acts, and

WHEREAS, throughout his time with Ionia County, Sheriff Miller worked cooperatively with numerous community partners, school representatives, business owners and other governmental entities, serving the Ionia County Sheriff's Office and the citizens of the County of Ionia with honor and distinction; and

WHEREAS, in recognition of his outstanding service, it is fitting and proper that Sheriff Miller be highly commended.

NOW, THEREFORE, BE IT RESOLVED that the Ionia County Board of Commissioners, by way of this Resolution, expresses its deep appreciation to Sheriff Dale Miller for his faithful and dedicated service as the Sheriff of the County of Ionia, and wishes him well in his future endeavors, and that this Resolution be entered into the records of the Ionia County Board of Commissioners and a copy presented to Dale Miller.

Signed and Sealed by Order of the Ionia County Board of Commissioners.

Jack Shattuck, Chairman

Janae K. Cooper, County Clerk

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Request to fill vacant part-time In Home Aide positions
November 13, 2018

CONTACT:

Carol Hanulcik, Director and Deb Steele, In Home Services Director

DESCRIPTION:

COA recently received approval to fill up to 8 vacant, part-time In Home Aide positions to total up to 110 hours per week.

Recently one new, part-time Aide was hired. County allocations for In Home Aide positions total 276 hours per week. Current staff levels, and their average hours, equals out to 179 hours per week. This leaves approximately 97 hours unfilled to date.

We are seeking approval to have the option to hire one full-time In Home Aide at 37.5 hours per week in place of an equivalent number of hours worked by part-time In Home Aides.

We feel the change from part-time to full-time plus benefits could greatly increase the number of qualified applicants for the In Home Services Department. We also feel that the addition of benefits could help in terms of retaining staff.

There is adequate funding in our budget to offer benefits in addition to the hourly wage.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

There is adequate funding in our budget to offer benefits in addition to the hourly wage.

There are currently enough clients on our waiting list to provide full-time hours for a new staff member.

This position is CLS Grade 4. Step 1 at this grade is currently \$11.05 per hour. Full time is 75 hours per pay period.

LEGAL REVIEW: none

DEADLINE:

We would like to begin advertising the availability of a full-time position in addition to the part-time option as soon as possible. We need adequate staff to earn our funding

from the Area Agency on Aging of West Michigan, filling all the open positions will help with this immensely, particularly for Respite Services. Reaching full-staff in this department would also mean that we could accept Medicaid Waiver clients which is a billed service and would bring in additional revenue.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

COA is requesting approval to have the option to fill the vacant, part-time, In Home Aide positions with one full-time employee plus part-time employees up to the current maximum allocation maximum of 276 per week. We have a current estimate of 97 hours per week unfilled.

DEPARTMENT HEAD RECOMMENDATION:

I recommend we approve this request.

ADMINISTRATOR'S RECOMMENDATION:

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Fee Schedule Addition
November 13, 2018

CONTACT:

Ken Bowen, Health Officer
Peg Shaull-Norman, Personal Health Director

DESCRIPTION:

Requesting approval to add new fees to our fee schedule. Additions include Special Process Office Review fee for inspections when a food establishment is requesting a variances, Birthing Classes and Lactation Classes which will help pregnant and nursing mothers.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

Special Process Office Review fee to be \$ 181.00
Birthing Classes fee to be \$35.00
Lactation Classes fee to be \$60.00

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

1. Request approval to add a fee for Special Process Office Review to the Health Department fee schedule, effective November 14, 2018.
2. Request approval to add a fee for Birthing Classes to the Health Department fee schedule, effective November 14, 2018.
3. Request approval to add a fee for Lactation Classes to the Health Department fee schedule, effective November 14, 2018.

ADMINISTRATOR'S RECOMMENDATION:

Click here to enter text.

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Contract Renewal with Michigan Department of Environmental Quality
November 13, 2018 Board Agenda

CONTACT:

Ken Bowen, Health Officer

DESCRIPTION:

Renewal of Local Health Department Grant Contract between Michigan Department of Environmental Quality (MDEQ) and Ionia County Health Department (ICHHD) for Fiscal Year 2018-2019.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

Continues funding for Environmental Health programs- including groundwater protection, drinking water safety, septage disposal, campground and pool inspections, etc.

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request approval to renew the Local Health Department Grant Contract between Michigan Department of Environmental Quality (DEQ) and Ionia County Health Department (ICHHD) for Fiscal Year 2018-2019 and authorize the signature of Ken Bowen, Health Officer.

ADMINISTRATOR'S RECOMMENDATION:

Click here to enter text.



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

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

Project Name: Local Health Department Grant
Amount of grant state: \$24,805.00
Start Date (date executed by DEQ): October 1, 2018
[unless alternate date specified]

Amount of grant: \$28,838.00
Amount of grant federal: \$4,033.00
End Date: September 30, 2019

GRANTEE CONTACT:

Ken Bowen, Health Officer

Name/Title

IONIA COUNTY HEALTH DEPARTMENT

Organization

175 E Adams St Ste 1

Address

Ionia, Michigan 48846-1672

Address

(616) 527-5341

Telephone number

(616) 527-8202

Fax number

kbowen@ioniacounty.org

E-mail address

38-6004857

Federal ID number - (Required for Federal Funding)

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Nicole Kiebler, Grant Coordinator

Name/Title

Drinking Water and Municipal Assistance Division

Division/Bureau/Office

P.O. Box 30817

Address

Lansing, Michigan 48909-8311

Address

517-284-6543

Telephone number

517-241-1328

Fax number

kieblern@michigan.gov

E-mail address

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

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Eric Oswald, Director, Drinking Water and Municipal Assistance Division

Name/Title

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

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

III. CHANGES

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

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

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

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

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 45 days prior to the end date of the agreement. The Grantee shall

submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

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

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

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

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an

official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

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

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from

Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

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

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

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

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

XXI. TERMINATION

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

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

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.

- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes; or
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state Suspension and Debarment list.

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

XXII. IRAN SANCTIONS ACT

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

XXII. DISCLOSURE OF INFORMATION

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

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

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

XXV. FEDERAL FUNDING REQUIREMENTS

A maximum of \$4,033.00 or 14 percent of total disbursements, is funded with Federal Funding. By accepting this contract, the grantee agrees to comply with the requirements of the Statutory Authority and the requirements found in the Regulatory Authority found in the Program Funding Section XXVI. These regulations include, but are not limited to the following:

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

Michigan Department of Environmental Quality
Administration Division-Federal Aid Section
525 W. Allegan Street
Constitution Hall 6th Floor South Tower
Lansing, MI 48909

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

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

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

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

(C) Consultant Cap/Payment to Consultants.

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

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

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in Subpart D of 2 CFR 200 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;

- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan

(E) Copyrighted Material.

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

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

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

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

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

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

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

(G) Electronic and Information Technology Accessibility.

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

(H) Civil Rights Obligations.

The Recipient agrees to follow all civil rights statutes.

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

The recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in

accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

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

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

(J) Hotel-Motel Fire Safety.

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

(K) Recycled Paper.

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

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

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

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

(M) Trafficking in Persons.

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

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

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

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

MBE 10% WBE 7.5%

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

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

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

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

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

XXVI PROGRAM FUNDING

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

1. Standard/Operator Assistance - Amount \$ 23,493.00; Funding Source: State Restricted for Standard; Amount \$ 23,055.00; Federal Funding for Operator Assistance; Amount \$ 438.00. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-17 and the grant is funded with Federal funds from the EPA awarded in 2017. By accepting this Agreement, the grantee agrees to comply with the requirements

of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.

2. Local Assistance - Capacity Development and Source Water Assessment – Amount \$1,350.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-17 and the grant is funded with Federal funds from the EPA awarded in 2017. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31. & 35, subpart L.
3. Public Water Supply Supervision – Revised Total Coliform Rule – Amount \$ 2,245.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-17 and the grant is funded with Federal funds from the EPA awarded in 2017. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31. & 35, subpart L.

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

Program B - Drinking Water Long-Term Monitoring:

Amount \$ 500.00; Funding Source: State Restricted

Program C - Great Lakes Beach Monitoring:

Amount \$ 0.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Beach Monitoring and Notification Program Grant", and the CFDA number is 66.472. The Federal Grant Number is CU-00E99309 and the grant is funded with Federal Funds from the EPA awarded in 2018. By accepting this Agreement, the grantee agrees to comply with the requirements of the Beaches Environmental Assessment and Coastal Health Act of 2000, PL 106-284 and the requirements found in the regulatory authority 40 CFR PART 31.

Program D - Public Swimming Pools:

Amount \$ 500.00; Funding Source: State Restricted

Program E - Septage Waste:

Amount \$ 500.00; Funding Source: State Restricted

Program H - Campgrounds:

Amount \$ 250.00; Funding Source: State Restricted

Program I - Medical Waste:

Amount \$ 0.00; Funding Source: State Restricted

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

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

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

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION
NONCOMMUNITY (TYPE II) PUBLIC DRINKING WATER SUPPLY PROGRAM
PROGRAM A**

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

C. Requirements – Grantee

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

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

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

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

17. Local entities interested in providing continuing education for certified operators shall:

- a. Obtain initial prior approval from the State.
- b. Use the State prepared training modules.
- c. Distribute and collect evaluation forms from the operators at each session.
- d. Submit the evaluation forms and participant rosters to the State after each training session is completed.

18. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number for each inventoried noncommunity water supply.

19. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices. Requests for payment shall be submitted upon completion of violation determinations and required WT data entry no later than 15 days following the end of the quarter.

20. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the DEQ laboratory, for compliance monitoring.

21. Local entities interested in performing Source Water Assessments (SWAs) of NTNCWSs shall:

- a. Participate in an SWA training event hosted by the DEQ.
- b. Utilize the State prepared form and assessment tools.
- c. Perform an on-site visit and complete the assessment worksheet with the NTNCWS.
- d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days after the end of each quarter.

22. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Submit completed RTCR spreadsheet to DEQ on a quarterly basis. The additional funding source for RTCR-specific work is expected to be available for fiscal year (FY) 2019 only.

D. Requirements – State

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

1. Provide noncommunity public water supply data and WT data system information upon request of the Grantee.
2. Provide slide presentations and master copies of materials to local entities that conduct certified operator continuing education. Provide "train the trainer" workshops and ongoing assistance as needed.
3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.

4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
6. Provide administrative oversight of the Grantee's noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee's noncommunity water supply program relative to meeting the agreement requirements and overall program goals, and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the DEQ Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. Provide materials to designated local entities to be used if they choose to perform SWAs at NTNCWS. Provide training to local entities and ongoing assistance as needed. Complete the SWA by performing final data entry and determining system susceptibility. Return completed assessment to the NTNCWS and local entity.
11. State contact for Source Water Assessments is Mr. Jason Berndt, Environmental Quality Specialist. He may be contacted by telephone at 989-705-3420; by e-mail at berndtj1@michigan.gov; or by mail at DEQ-DWMAD, Environmental Health Section, 2100 West M-32, Gaylord, Michigan 49735-9282. Completed SWA documentation shall be e-mailed to DEQ-EH@michigan.gov.
12. State contact for drinking water supply certified operator continuing education is Mr. Scott Schmidt, Environmental Quality Analyst. He may be contacted by telephone at 517-284-5431; by e-mail at schmidts@michigan.gov; or by mail at DEQ-DWMAD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms and participant rosters shall be e-mailed to DEQ-EH@michigan.gov.
13. State contact for *Program A* is Mr. Dan Dettweiler, Noncommunity Water Supplies Unit Supervisor. He may be contacted by telephone at 517-614-8644; by e-mail at dettweilerd@michigan.gov; or by mail at DEQ-DWMAD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

E. Performance/Progress Report Requirements

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

F. Reimbursement Schedule

Program Activity	Allocation Basis	Payment Request
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	E-mail request for payment to address below. ¹ Payment subject to DEQ performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports.	Request for payment is included with the Standard Activity request. ² Additional requests are not required, as this is reviewed on an annual basis as part of the Minimum Program Requirement Review.
Revised Total Coliform Rule (RTCR) Supplemental	Based on active TNCWS & NTNCWS in WT divided by the total amount of \$200,000 designated in the set-aside workplan. This allocation is for FY 19 only.	Request for payment is included with the Standard Activity request. ²
Local Assistance— Capacity Development and Source Water Assessment (LA MAX)	Capacity Development— Service based on \$150 per completed assessment for new NTNCWS.	Capacity Development— E-mail request for payment and submit WT report of completed capacity assessments to address below. ³
	Source Water Assessments— Service based on \$100 per completed SWA for NTNCWS when a SWA has not been completed and reimbursed within the last five years.	Source Water Assessments— E-mail the assessment worksheets as they are completed to address below. ⁴
	Allocation for LA MAX is identified on the Program A Allocation schedule. This allocation is the maximum amount a local entity can be reimbursed for Capacity Development and Source Water Assessments combined.	

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

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

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

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

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

G. Accountability

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

**PROGRAM A - ALLOCATION SCHEDULE
NONCOMMUNITY WATER SUPPLY
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

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

Allocation Amounts

\$	153.70	2019 Fiscal Year Reimbursement per Unit
\$	98.96	BW = Number of systems under Arsenic bottled water agreement
\$	218.75	D = Number of systems with limited treatment classification at D level
\$	937.50	F = Number of systems with complete treatment classification at F level (2x amt for LT2 review in FY19)
\$	21.59	RTCR one time payment per system allocation
\$	100.00	SWA = (Source Water Assessments Allocation) = NT*38%; \$100 minimum for active local entities
\$	150.00	CAP DEV (Capacity Development Allocation) = NT*15%; \$150 minimum for active local entities

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

TN = Transient Noncommunity System NT = Nontransient Noncommunity System

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

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

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

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

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
DRINKING WATER LONG-TERM MONITORING PROGRAM
PROGRAM B**

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

C. Requirements - Grantee

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

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

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

3. To ensure that data is available to determine funding needs for the next fiscal year (FY), the following minimum sample collections are to be collected prior to July 1, 2019:
 - All samples listed as an annual collection event.
 - At least one round of samples listed as semiannual.
 - At least one round of samples listed as triannual.
 - At least two rounds of samples listed as quarterly.

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

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under Program B will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the internet at http://www.michigan.gov/deq/0,1607,7-135-3307_4131_4155---,00.html or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.
7. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users, if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within 6 weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see "DEQ CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective DEQ, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other DEQ program staff as directed by SWU CIP staff.

D. Requirements - State

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

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Provide assistance to the Grantee in drafting health advisory letters.
3. Provide instruction to the Grantee staff on sample collection protocol when requested.
4. Provide the Grantee with changes for any Site in the long-term drinking water monitoring program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.
5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the SWU CIP designated representative on a quarterly basis. The program contact person is Mr. Matt Gamble, who may be reached at 517-897-1508; at gamblej1@michigan.gov; or at DEQ – Contamination Investigation, P.O. Box 30817, Lansing, Michigan 48909-8311.

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

E. Performance/Progress Report Requirements

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

F. Reimbursement Schedule

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

All requests for payment must be submitted to the SWU CIP designated representative (see *D. Requirements – State*, Number 5) no later than Thursday, October 3, 2019, to allow time for processing before the State's FY end closing.

G. Accountability

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

**PROGRAM B - ALLOCATION SCHEDULE
DRINKING WATER LONG-TERM MONITORING PROGRAM
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

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

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

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

C. Grantee Requirements

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

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

QAPPs that have been approved and have current approval letters from the DEQ will satisfy this requirement.

5. Monitor beaches according to approved QAPP.
6. Beaches will be monitored according to R 323.1062 of the Part 4. Water Quality Standards (WQS) promulgated under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Subrule 62(1) of the WQS states, "All waters of the state protected for total body contact recreation shall not contain more than 130 *Escherichia coli* (*E. coli*) per 100 milliliters (ml), as a 30-day geometric mean. Compliance shall be based on the geometric mean of all individual samples taken during 5 or more sampling events representatively spread over a 30-day period. Each sampling event shall consist of three or more samples taken at representative locations within a defined sampling area. At no time shall the waters of the state protected for total body contact recreation contain more than a maximum of 300 *E. coli* per 100 ml. Compliance shall be based on the geometric mean of three or more samples taken during the same sampling event at representative locations within a defined sampling area." This rule is consistent with the requirements of the BEACH Act.
7. Report the current monitoring plan for each location on the DEQ beach monitoring web site. Each monitoring plan will include the start and end dates for the swimming season, and the monitoring season and the frequency that the location will be monitored. Locations can be updated individually or in groups by county. Usually, the sampling events are regularly scheduled throughout the swimming season. The DEQ acknowledges that some beaches may have fewer sampling events due to financial limitations.
8. Report location of at least three monitoring points per site on the DEQ beach monitoring web site prior to reporting monitoring data. Report results for composite samples or individual samples for *E. coli* and status of beach (open/closed/advisory) within 36 hours of the test or evaluation to the DEQ via the web site, the city, village, or township in which the site is located, and the owner or operator. The DEQ beach monitoring web site can calculate daily geometric means and 30-day geometric means as individual results are reported.
9. Conduct a beach sanitary survey for each location that will be monitored. The USEPA has provided the following beach sanitary survey tools that may be used to conduct an annual or a routine beach sanitary survey: an annual beach sanitary survey form, a routine beach sanitary survey form, a beach sanitary survey database, and a guidance document. Please contact the program manager for instructions to get this information. It is recommended that a beach sanitary survey also be conducted at non-monitored locations when possible. The sanitary survey will indicate whether beach owners have posted signs that indicate whether the site is monitored or not and where the results can be found if the site is monitored. The Grantee may purchase signs with grant funds that will be

posted as described in the Public Health Code for publicly owned beaches. Open stretches of beach or beaches at road ends that are not advertised or posted as public bathing beaches do not need to have signs posted. Notify the beach monitoring program manager, the city, village, or township in which the site is located, and the owner or operator of the beach of the results or findings of the sanitary survey.

10. Report beach sanitary survey results to the DEQ beach monitoring web site.
11. The DEQ is interested in comparing the results of culture-based methods with the results obtained from QPCR methods. If you are interested, please contact the program manager for information.
12. A composite sample can be submitted to a lab for testing instead of three individual samples. This approach has potential to reduce costs thus providing funds that can be used to increase the duration and frequency of monitoring, conduct more sanitary surveys, develop predictive models (Virtual Beach), and perform QPCR methods for comparison of results between culture-based and QPCR methods. Please note that a revised beach monitoring QAPP will be required to include the procedures for composite sampling, predictive models (Virtual Beach), and performing QPCR methods. Please contact the program manager for more information about revising the QAPP. The revised QAPP must be approved prior to conducting these activities.
13. Provide training for staff involved in the Program as necessary to maintain knowledge of current regulations and internal policies and procedures to keep staff informed of technological improvement and advancements as approved by the state. **Recommended training opportunities:**
 - i. Great Lakes Beach & Water Safety Conference, October 23-25, 2018 <https://greatlakesbeachwatersafetyconf.splashthat.com/> Conference rate of \$129 per room ends October 8, 2018.
 - ii. Michigan Environmental Health Association's Annual Education Conference (March 19-21, 2019 at the McCamly Plaza in Battle Creek, Michigan, hotel block open in November 2018) <http://www.meha.net/AEC>
14. Submit a final report to the beach monitoring program manager. The final report shall include a list of monitored beaches, a summary of monitoring results, a summary of beach sanitary survey reports, and a description of the public notification plan, outreach activities, public education effort, and effort to receive public comment about beach monitoring activities.

D. **Requirements of the Department**

1. The DEQ will provide and maintain the BeachGuard web site for beach monitoring results and notification of beach advisories and closures.

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

E. Performance/Progress Report Requirements

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

1. Written requests can be submitted on a quarterly basis and will include a narrative description of accomplishments and the amount of reimbursement. A final programmatic report shall be sent to: Surface Water Assessment Section, Water Resources, DEQ, P.O. Box 30458, Lansing, Michigan 48909-7958. The contact person is Shannon Briggs, who can be reached at 517-284-5526 or by email at BRIGGSS4@michigan.gov.
2. The final payment will be made by the State based upon the Grantee's fulfillment of its responsibilities under this agreement.

E. Reimbursement Schedule

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

F. Accountability

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

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

**APPENDIX C - ALLOCATION SCHEDULE
GREAT LAKES BEACH MONITORING PROGRAM
FY 2019 LHD GREAT LAKES BEACHES**

BEACH Act funding available is \$171,018		
Local Health Department	No. of Counties	FY19 BEACH Act Allocation
Allegan	1	\$ 5,000
Barry-Eaton District	2	\$ -
Bay	1	\$ 5,464
Benzie-Leelanau District	2	\$ -
Berrien	1	\$ 9,323
Branch-Hillsdale-St. Joseph District	3	\$ -
Calhoun	1	\$ -
Central Michigan District	6	\$ 8,706
Chippewa	1	\$ 6,853
Delta-Menominee District	2	\$ 5,000
Detroit (DNR)	0	\$ -
Dickinson-Iron District	2	\$ -
District #2	4	\$ 10,558
District #4	4	\$ 8,706
District #10	10	\$ 11,485
Genesee	1	\$ -
Grand Traverse	1	\$ -
Holland, City of	0	\$ -
Huron	1	\$ 9,014
Ingham	1	\$ -
Ionia	1	\$ -
Jackson	1	\$ -
Kalamazoo	1	\$ -
Kent	1	\$ -
Lapeer	1	\$ -
Lenawee	1	\$ -
Livingston	1	\$ -
Luce-Mackinac-Alger-Schoolcraft District	4	\$ 5,000
Macomb	1	\$ 5,000
Marquette	1	\$ -
Marquette (city of Marquette)	1	\$ 5,000
Mid-Michigan District	3	\$ -
Midland	1	\$ -
Monroe	1	\$ 5,000
Muskegon	1	\$ 9,014
Northwest Michigan Community Health Agency	4	\$ 14,573
Oakland	1	\$ -
Ottawa	1	\$ 7,779
Saginaw	1	\$ -
Saint Clair	1	\$ 9,632
Sanilac	1	\$ 5,000
Shiawassee	1	\$ -
Tuscola	1	\$ -
Van Buren/Cass District	2	\$ 5,000
Washtenaw	1	\$ -
*Watershed Center (Grand Traverse & Benzie-Leelanau)	3	\$ 9,014
Wayne	1	\$ 2,500
Western Upper Peninsula District	5	\$ 8,397
	83 (+3 Cities and +1 Nonprofit)	
Total		\$171,018.00

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION
PUBLIC SWIMMING POOL PROGRAM
PROGRAM D**

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

C. Requirements - Grantee

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction during the calendar year 2018, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP 1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have submitted the paid appropriate licensing fees for the calendar year 2018 should be inspected.

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

Indoor pools should be inspected during the months of January, February, March, or April 2018 with the exception of public swimming pools located at schools. It is acceptable to inspect pools at schools during September or October 2018. Outdoor pools should be inspected during the operating season of May, June, July, or August 2018. Pool inspections during the months of October, November and December should be avoided as much as possible. In no case should inspections be completed later than December 31, 2018.

Completed inspection reports should be forwarded to the State within 2 to 4 weeks following the inspection, but in no case later than January 11, 2019.

D. Requirements - State

By January 29, 2019, the State will provide the Grantee with a list of public swimming pools from their jurisdiction that have paid the license fees and have been inspected for the calendar year 2018. This list is the basis for reimbursement to the Grantee and must be submitted to the State as provided under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is Mr. Jeremy Hoeh, who may be reached at 517-284-6528; at hoehj@michigan.gov; or at DEQ, Environmental Health Section – Swimming Pools, P.O. Box 30817, Lansing, Michigan 48909-8311.

E. Performance/Progress Report Requirements

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

F. Reimbursement Schedule

The State will reimburse the Grantee on a lump sum basis according to the license criteria listed below for those public swimming pools inspected during the year ending December 31, 2018, by the Grantee's staff or designated representative:

Initial license for a public swimming pool*	\$100.00
License renewal prior to December 31	\$30.00
License renewal after December 31	\$45.00
License renewal after lapse beyond April 30 without a license	\$70.00

*Applies only to those local jurisdictions that are certified by the Department of Environmental Quality to conduct the initial inspections.

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

G. Accountability

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

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

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

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION
SEPTAGE WASTE PROGRAM
PROGRAM E**

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

The Department of Environmental Quality (DEQ) will reimburse the Local Entity on an annual lump sum basis according to the following criteria:

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

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

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

C. Requirements - Grantee

1. The Local Entity shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Local Entity will provide a timely and appropriate response to all violations in a manner described in a DEQ Septage Waste Program document entitled, "Fiscal Year 2019 Enforcement Policy."
2. The Local Entity shall conduct inspections of all DEQ licensed septage waste land disposal sites and septage waste vehicles on an annual basis in accordance with Part 117 and as established in a DEQ Septage Waste Program document entitled, "Fiscal Year 2019 Compliance Inspection Policy." The Local Entity shall use the DEQ online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by the DEQ posted on the Septage Program website.

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

Inspection requirement details are outlined in the document entitled, "Fiscal Year 2019 Compliance Inspection Policy." This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on *Health Department Information* located under *Downloads*.

D. Requirements - State

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

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

- a. Existing Land Site Inspection Form (EQP 5900);
 - b. New Land Site Inspection Form (EQP 5970);
 - c. Cropping Plan Review Form (EQP 5928);
 - d. Septage Waste Program Vehicle Inspection Form (EQP 5901);
 - e. Septage Waste Receiving Facility Inspection Form (EQP 5911);
 - f. Septage Waste Storage Facility Inspection Form (EQP 5966).
4. The DEQ shall make available quarterly inspection status report forms. These forms can be downloaded from the program website by clicking on *Health Department Information* located under *Program Forms/Downloads*.
 5. The DEQ will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Local Entity. The DEQ will make available detailed land application record review and inspection resources necessary to assist the Local Entity in their consideration of cropping plans for existing sites within their respective jurisdictions.
 6. The DEQ will provide resources, technical assistance, regional training, and program support as requested by the local entity. These resources include the Guidance Manual for the Land Application of Septage Waste which can be downloaded from the program website. It can be accessed by clicking on *Land Application Information* under *Program Forms/Downloads*.
 7. The DEQ shall provide program updates and information via the program website's *Septage Program FAQs* (Frequently Asked Questions) and informational mailings. The Local Entity will be copied on memos and letters issued to licensed septage waste businesses.

E. Performance/Progress Report Requirements

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

F. Reimbursement Schedule

Reimbursement will be based upon the remittance of standardized information in a spreadsheet format summarizing inspections performed and the remittance of the appropriate checklists referenced above (EQP 5900, EQP 5901, and EQP 5911).

The annual payment will be made by the State upon receipt of the RFP from the Local Entity and based upon the Local Entity's fulfillment of its responsibilities under this agreement. The RFP and inspection checklist copies are due by September 17, 2019. The reimbursement request shall be sent to: Administration Section, Drinking Water and Municipal Assistance Division, DEQ, P.O. Box 30817, Lansing, MI 48909-8311.

G. Accountability

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

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

**PROGRAM E - ALLOCATION SCHEDULE
SEPTAGE WASTE PROGRAM
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

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

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

Note that this does not include estimates for new businesses, trucks or land sites

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
DRINKING WATER AND MUNICIPAL ASSISTANCE DIVISION
CAMPGROUND PROGRAM
PROGRAM H**

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

A. Statement of Purpose

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

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

Funding is approved under Section 12510 of Part 125.

B. Program Budget and Agreement Amount

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

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

C. Requirements – Grantee

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

All licensed campgrounds should be inspected when they are open from April through September. Completed inspection reports shall be forwarded to the State within 2 to 4 weeks following the inspection, but in no case no later than the end date of this contract, September 30, 2019.

The Grantee will collect state license fees for temporary campgrounds within its jurisdiction in accordance with the current fee schedule as printed on the application (Form EQP1717). The Grantee will issue or deny the temporary campground license and forward a copy of the approved or denied license to the State. Licenses shall be forwarded to the State within 2 to 4 weeks after the licensing period, but in no case no later than the end date of this contract, September 30, 2019.

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

D. Requirements - State

By January 31, 2019, the State will provide the Grantee with a list of their annual campground inspections for the year ending September 30, 2018. The State will provide the Grantee a 30-day period to edit the list as needed.

By March 1, 2019, the State will provide the Grantee with a list of issued temporary campground licenses for the year ending September 30, 2018. The State will provide the Grantee a 30-day period to edit the list as needed.

Upon issuance, the State will provide a copy of every campground license to the Grantee. A list of licensed campgrounds will be updated monthly on the Campground Program webpage at <http://www.michigan.gov/deqcampgrounds> for review.

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

The contact person is Ms. Sarah Rottiers, who may be reached at 517-284-6520; or RottiersS@michigan.gov; or at DEQ, Drinking Water and Municipal Assistance Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

E. Performance/Progress Report Requirements

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

F. Reimbursement Schedule

The State will reimburse the Grantee \$25 for each annual inspection of licensed campgrounds conducted by the Grantee's staff or designated representative during the year ending September 30, 2019.

The State will send an invoice to collect the state temporary campground license fees, less the \$25 portion of the fee, intended for the Grantee for the temporary campground licenses issued by the Grantee's staff or designated representative during the year ending September 30, 2018.

G. Accountability

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

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

**PROGRAM H - ALLOCATION SCHEDULE
CAMPGROUND PROGRAM
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**

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

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

PROGRAM I

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

ACTIVITY	AMOUNT
A. Performance of follow-up remotely from work station or perform a second inspection on-site at facilities inspected in prior years that have failed to register, don't have appropriate paper records on file, or may have failed to comply with any other noted violation as required. Also, provide a 45-day deadline to facilities to comply and refer continued noncompliance more than the 45-day compliance deadline to DEQ staff at the discretion of the LHD.	I. \$50.00 for any 'no site visit' contact consultations (mail, phone, etc.) and documentation of compliance verification or referral to DEQ as indicated for continued failure to comply. (*see below) II. \$100.00 for a follow-up site visit (announced or unannounced) and documentation of compliance verification or referral to DEQ as indicated for continued noncompliance. (*see below) * This activity will not be performed by District Health Department # 2 as they are new participants in FY 2019 and this activity is not applicable for this LHD.
B. Identification and compliance inspections of new producing facilities that are not registered as required.	\$100 per facility.

C. Outreach and recruitment of new community service-based sharps collection programs for Michigan residents. This would include recruitment and operation of a sharps disposal program in your area for residents.	\$300.00 per successful establishment of each new program and subsequent relay of program specifics to DEQ for addition to the DEQ program Web site.
D. Inspection of any type of registered facility to be randomly selected from an entire listing of both small producers and large producers provided by the DEQ. LHDs will receive the most current information from L2K for all facilities registered in the district. These will be, separate, comprehensive listings that will be updated as needed on a periodic basis or at the request of LHD staff.	\$100 per inspection of a small, low-volume generator, and \$250 per inspection of a large, high volume generator.
E. Initial response to incident or complaint allegations, including visiting the site, gathering information, taking photos, and remediation if verified. If complexity exceeds the abilities of the inspector to remediate, or has potential to be controversial in nature, referral of all collected information should be made to DEQ program staff. <i>This activity requires prior authorization from the DEQ and/or may be performed due to a request initiated by the DEQ to the LHD.</i>	\$250 per response activity, to include gathering necessary information, evidence collection, and follow-through to contain any risks to public health or the environment if possible prior to referral to DEQ program staff as needed. This activity is solely reactive in nature and performed on an as needed basis not to exceed the total allocation allotment for each participating LHD.
F. Presentations to and/or training of professional organizations representing any type of medical waste producer and profession regarding the requirements of the Medical Waste Regulatory Act and Rules. Examples would include the Michigan Veterinary Association, Michigan Funeral Directors Association, Michigan Health and	\$200 per training activity and documentation verifying completion, such as emails, copies of the presentation, names of participants, etc. Up to 10 presentations may be given not to exceed \$2,000.00 for all participating LHDs.

Hospital Association, etc. This list is not all-inclusive.	
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This activity requires prior authorization from the DEQ.

C. Requirements - Grantee

1. The Grantee's activities may vary by jurisdiction and will be limited to the requirements contained in this agreement not to exceed maximum allocation limit. Activities A-F may be performed in any combination to meet the allocation limitation, at the discretion of each participating LHD. Activities E and F, which require consultation and approval from the DEQ prior to engaging in remediation of a complaint or incident report or doing a presentation or training of a professional organization.
2. The Grantee will designate staff person(s) to be trained and to conduct the activities described under this agreement.
3. Grantee shall be provided with a complete, current listing of all facilities or businesses that are both in their jurisdiction and registered as medical waste producers in their respective jurisdiction. This listing will be used by the Grantee to perform identification of unregistered facilities and applicable compliance activities as described under of this agreement.
7. Inspection of any facility (except as noted under Activity E.) shall be at the Grantee's discretion and may be scheduled or unscheduled.
8. The activities above shall be performed in accordance with the addendum to the 2019 *Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*
9. Activities shall be performed by May 31, 2019.
10. Grantee shall notify the State of facilities described above that were found to not be medical waste producers with all other materials required for verification and allocation. The grantee shall also notify the DEQ of follow-up inspections of facilities that were inspected in previous years that failed comply with registration and other noted compliance requirements within a 45-day period.
11. The Grantee shall submit copies of all completed inspection reports, and documentation of any other activities sufficient for verification of fund allocation as described in the addendum to the 2019 *Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*, to the State by no later than June 30, 2019, for reimbursement.

D. Requirements - State

1. The State shall provide the current inspection form, "Medical Waste Producing Facility Inspection Report" (EQP 1756), initial registration applications, and reference materials for the MWRP on the Web page.
2. The State will provide any necessary guidance or training to the Grantee's designated staff person(s) upon request regarding any of the activities described above.
3. The DEQ will, upon request, provide sample presentations for use by LHDs as described under Activity F., or the LHD may develop their own presentation and reference documents for use in this activity.

3. The State shall provide updated listings of all registered generators of medical waste as noted under Section D. to each participating Grantee initially and upon request to ensure information is current for all related activities above.
4. The State will provide technical assistance and periodic oversight to the Grantee relative to medical waste issues when requested. The program contact person is Andrew Shannon, who may be reached at 517-230-9800; at shannona1@michigan.gov; or at Department of Environmental Quality, Waste Management and Radiological Protection Division, Medical Waste Regulatory Program, Grand Rapids District Office, 350 Ottawa Avenue NW, 6th Floor #10, Grand Rapids, Michigan 49503.

E. Performance/Progress Report Requirements

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

F. Reimbursement Schedule

Following the completion of the activities on May 31, 2019, the Grantee shall submit a single request for payment, including all completed inspection report forms and/or sufficient documentation of other activities by type by June 30, 2019, to DEQ - Office of Waste Management and Radiological Protection, Medical Waste Regulatory Program, Grand Rapids District Office, 350 Ottawa Avenue NW, 6th Floor #10, Grand Rapids, Michigan 49503. Alternatively, the requests and required documentation may be sent electronically to the Medical Waste mailbox at medicalwaste@michigan.gov.

G. Accountability

Inspection reports and any other verification documents as described in the *2019 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*, will be retained by the Grantee until submitted to the State. Referrals to DEQ as described in the Activities above will be submitted as needed.

FY 2019 ALLOCATION SCHEDULE - MEDICAL WASTE PROGRAM: APPENDIX I	
LOCAL HEALTH DEPARTMENT	GRANT FEE ALLOCATION
BARRY-EATON DISTRICT HEALTH DEPARTMENT	\$5,000
BRANCH-HILLSDALE-ST JOSEPH DISTRICT HEALTH DEPARTMENT	\$5,000
DISTRICT HEALTH DEPARTMENT NUMBER 2	\$5,000
DISTRICT HEALTH DEPARTMENT NUMBER 10	\$5,000
KENT COUNTY HEALTH DEPARTMENT	\$10,000
LIVINGSTON COUNTY HEALTH DEPARTMENT	\$5,000
MID MICHIGAN DISTRICT HEALTH DEPARTMENT	\$5,000
MUSKEGON PUBLIC HEALTH DIVISION	\$5,000
OAKLAND COUNTY PUBLIC HEALTH DIVISION	\$25,000
TOTAL	\$70,000

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Michigan State University Agreement
November 13, 2018

CONTACT:

Ken Bowen, Health Officer
Peggy Shaull-Norman, Personal Health Director

DESCRIPTION:

Agreement between Michigan State University and Ionia County Health Department for unpaid student learning opportunities within the Health Department, with focus on the Personal Health Division.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

The student(s) participating in the program will not be considered employees of ICHD for any purpose and will not be entitled to any compensation or benefits.

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

1. *Request Board approval of the agreement between Michigan State University and Ionia County Health Department and authorize the signature of Ken Bowen, Health Officer.*

ADMINISTRATOR'S RECOMMENDATION:

Click here to enter text.

AGREEMENT BETWEEN
MICHIGAN STATE UNIVERSITY
AND
IONIA COUNTY HEALTH DEPARTMENT
IONIA, MICHIGAN

THIS AGREEMENT is made by and between Michigan State University, East Lansing, Michigan, in this Agreement called the "University," and Ionia County Health Department, in this agreement called the "Agency."

WITNESSETH:

WHEREAS, the University and Agency are cooperating in education programs, including, but not limited to, baccalaureate and master nursing education programs approved by the Michigan Board of Nursing and fully accredited by the Commission on Collegiate Nursing Education, and

WHEREAS, the parties desire to set forth the essential points of their agreement in writing,

NOW, THEREFORE, the parties agree as follows:

- A. This Agreement, effective September 15, 2018, shall continue in full force and effect until terminated by either party, without further cost or liability of any kind or nature by serving at least sixty (60) days written notice upon the other. In the event of such a termination, the students shall be allowed to complete their current assignment in the Agency under the conditions set forth in this Agreement.
- B. This Agreement will be subject to change upon the mutual written consent of the parties; any such change will become a part of this Agreement. If either the Agency or the University is unable to meet the foregoing conditions because of unforeseen circumstances, special consideration for the requested adjustments shall be given by the other prior to either party holding the other party in breach of the Agreement. Neither the Agency nor the University may subcontract or assign its duties under this Agreement. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected by such invalidity.
- C. Two educational models may be utilized by the University and Agency. These two models will be referred to as Model A and Model B. The model selected is dependent on the educational experience needed as determined by the University in cooperation with the Agency. One or both models may be operational concurrently. Regardless of the model, the student shall not be deemed or considered an employee of the Agency.

At all times while in the Agency, students and faculty shall comply with all applicable rules and regulations of the Agency. Students will be assigned to the Agency as their primary clinical assignment by the University. The University shall arrange for students to be in a practice area when

the University Faculty is on site or when being supervised by Agency personnel as agreed upon by the University and Agency. Final approval of University Faculty coverage rests with the Agency.

Model A:

Each University Faculty assumes full responsibility for the education and direct supervision of up to but not to exceed ten (10) students, and is responsible for the evaluation of student(s) performance. Agency personnel may be used as resource persons in accordance with plans approved by the Agency and the University. If the University Faculty is not available because of illness or unavoidable circumstances, arrangements will be made for student supervision by the University in cooperation with the Agency.

Model B:

Agency personnel assume supervision of students in conjunction with University Faculty. These Agency personnel meet the criteria for Clinical Preceptor selection determined by the University, and have the endorsement of the Agency's Administrator or designee. Selection of Clinical Preceptor(s) is determined by the University in cooperation with the Agency. Clinical Preceptor(s) will: 1) assist students to achieve the objectives of the course in which they are enrolled. 2) work collaboratively with University Faculty to guide and monitor student progress toward course objectives. 3) provide feedback to both the student(s) and the University Faculty regarding student performance. The University Faculty will: 1) assume responsibility for the educational component, 2) provide guidance and support to the Clinical Preceptor(s), 3) utilize feedback from the Clinical Preceptor(s) in the assessment of student(s) performance, and (4) assign the student(s) grade.

- D. The Agency may submit a written request to the University for the withdrawal of any student or University Faculty member from the clinical site for a reasonable cause related to the need for maintaining an acceptable standard of patient care, and the University shall immediately comply with such request. The written request from the Agency shall set forth the basis for removal.
- E. The University agrees to:
 - 1. Designate a qualified person to whom all communications from the Agency may be sent.
 - 2. Coordinate placements of students in the Agency with designated Agency personnel.
 - 3. Assign students, without regard to age, color, gender, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran's status, weight or familial status to the clinical experiences during the periods specified.
 - 4. Provide the names of students and University Faculty no later than one week prior to the beginning of each clinical experience at the Agency.
 - 5. Require University Faculty and students to have current immunizations and tuberculin testing according to current OSHA and CDC guidelines. If requested by the Agency, the University shall instruct each student to provide the Agency with evidence that the student has passed a physical examination and has received required immunizations and tuberculin testing of a scope and within time periods satisfactory to the Agency. Additionally, require

University Faculty and students who will be on site to have undergone criminal background checks and have reported the results to Agency.

6. Provide the Agency with information regarding matters of mutual concern such as the College curriculum and current status of the programs, including providing a Course Syllabus for the applicable class in which the student is enrolled.
 7. Assure the Agency that University Faculty and students will follow Agency policies when collecting data from clients, families, and staff and that all data will remain confidential and be used for health care and educational purposes only. University and Agency acknowledge that students have the status of volunteers in the Agency's workforce for purposes of the Health Information Portability and Accountability Act (HIPAA). University performs no functions as a Business Associate for Agency. University will assist Agency when requested in providing general HIPAA training to students for Agency.
 8. Use the Agency's research protocol when students and/or University Faculty request use of the Agency resources and/or patients to be part of a research project.
 9. Require students and faculty to have current information about OSHA guidelines related to blood borne pathogens.
 10. Defend and indemnify its students and its employees with respect to professional liability claims arising pursuant to this agreement.
 11. Defend, indemnify and hold harmless the Agency and its officers, agents, and employees from and against any and all liability, loss, expense or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents, employees or students.
 12. The school shall maintain liability insurance for its students in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate, general liability insurance of \$1,000,000 per occurrence/\$3,000,000 aggregate, and worker's compensation coverage in the amounts required by the State of Michigan.
 13. The University will provide adjunct faculty appointments to those Senior Health Department staff involved in the program who meet University requirements. Appointments will include the normal benefits, including access to the library.
- F. The Agency has ultimate responsibility for all client care activities.
The Agency shall:
1. Designate a qualified coordinator to whom all communications may be sent.
 2. Keep the University Faculty apprised of changes in the Agency's policies and procedures.

3. Provide an orientation to the Agency for the University Faculty involved in the supervision of the student(s) at the Agency.
4. Provide an overview of the Agency's programs for the students.
5. Provide HIPAA privacy training to students on the Agency's HIPAA policies and procedures.
6. Select experiences for student learning cooperatively with University Faculty based upon University determined criteria. Final approval of the selection of clients rests with the Agency.
7. Provide practice areas or experiences necessary for the nursing practice learning of the student. Specifically, the Agency shall make available and permit use by the student of client care and client care facilities, practice areas as mutually determined; supplies and equipment commonly available to provide client care and client education materials as available.
8. Arrange for the student to observe and/or participate in Agency conferences and classes which may be of interest to the student, with prior notice and approval of a designee of the Agency.
9. Provide offices, classrooms, conference rooms, library facilities and audiovisual equipment and materials as available for University Faculty and students of the University engaged in the programs.
10. Provide the same facilities and services, such as dressing room and eating facilities for University Faculty and students that are available to Agency personnel.
11. Provide any emergency medical and nursing care necessary to the student and University Faculty associated with the programs at the Agency. This shall be made available through the regular Agency procedure of handling emergencies and will be reported to the University through the person the University may designate for this purpose. The cost of such services shall be assumed by the individual served.
12. The Agency may request information regarding immunization status and tuberculin testing of University Faculty or students as individual situations warrant.
13. Defend, indemnify and hold harmless the University and its officers, agents, employees and students from and against any and all liability, loss, expense or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Agency, its officers, agents, and employees.
14. The Agency shall maintain professional liability insurance for its employees in the amount of \$1,000,000 per occurrence/\$3,000,000 aggregate, general liability insurance of \$1,000,000 per occurrence/\$3,000,000 aggregate, and worker's compensation coverage in the amounts required by the State of Michigan.

The persons signing on behalf of the University certify by said signatures that they are duly authorized to sign this Agreement on behalf of the University and that the University has authorized this Agreement.

IN WITNESS WHEREOF, under the authority of their governing bodies, the parties hereto have affixed their signatures.

MICHIGAN STATE UNIVERSITY

IONIA COUNTY HEALTH DEPARTMENT

By: _____
Randolph F. R. Rasch, PhD, RN, FNP, FAANP
Dean and Professor

By: _____

Date: _____

Date: _____

By: _____
June Pierce Youatt, PhD
Provost and Executive Vice President for
Academic Affairs

Date: _____

By: _____
Lynn Kriser
Office of the General Counsel

Date: _____

Revised: April 2016

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on _____ by and between Ionia County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community & Economic Development, Natural Resources

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. 0.5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Coordinator.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Coordinator that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

1.5 FTE County employed Clerical Support Staff

Optional:

4. Funding for additional Extension educators at **\$0.** (0 FTE * \$102,695.)
5. Funding for additional 4-H program capacity **0.5 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**

7. Total Annual Assessment in the amount of **\$86,333.**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary

A. Base Assessment (includes 0.5 FTE 4-H Program Coordination) **\$56,752.**
FY 2019 Assessment Credit **(\$1,380).**

ADDITIONAL PERSONNEL

B. 0 FTE Clerical Support Staff to be employed by MSU \$0.

C. 0 FTE Educator (Program Area:) \$0.

D. 0.5 FTE Additional 4-H Program Coordination \$31,731.
FY 2019 Assessment Credit (\$770).

E. 0 FTE Additional paraprofessional staff \$0.

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2019: \$86,333.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2019 the first day of the County budget year 2019 and shall terminate on the last day of such County budget year 2019. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Ionia County Finance Office, 100 W Main Street, Ionia, Michigan 48846, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.

3. **Assignment.** This agreement is non-assignable and non-transferable.

4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Indemnification:** Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, arising out of the negligence or willful misconduct of the indemnifying party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.
7. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration

Its: _____

Date: _____

Ionia COUNTY

By: _____

Print name: _____

Its: _____
(title)

Date: _____

Appendix A Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Coordinator. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255

CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP - 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199

MSUE.anr.msu.edu – 35.8.201.199

Events.anr.msu.edu – 35.8.200.220

web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220

Expression Engine – 35.8.201.215

Web Hosting environment (other ANR websites) – 35.8.201.217

Master Gardener (External) – 128.120.155.54

Extension.org (External) – 152.46.27.147

Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

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

Permission for Chief Public Defender to teach at Davenport University
10/26/2018

CONTACT:

Walter J. Downes, Chief Public Defender

DESCRIPTION:

See Attached

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

None

LEGAL REVIEW: none

DEADLINE:

ASAP

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Allow Chief Public Defender to maintain his Adjunct Faculty status at Davenport University, Grand Rapids, MI by being allowed to teach legal studies and paralegal classes for them.

ADMINISTRATOR'S RECOMMENDATION:

Administrator will fill this part in ..

IONIA COUNTY PUBLIC DEFENDER OFFICE

WALTER J. DOWNES, Chief Public Defender
101 West Main Street - Ionia, MI 48846
(616) 527-8242 - Fax (616) 527-5379
e-mail: publicdefender@ioniacounty.org
www.ioniacounty.org



October 19, 2018

Ionia County Board of Commissioners
c/o Stephanie Fox
Courthouse, 100 W Main
Ionia, MI 48846

RE: Employment Issues

Dear Board of Commisioners,

Thank you again for the opportunity to serve Ionia County as your first Chief Public Defender. I am writing in regards to a few personal employment issues that I believe need to be addressed by the Board of Commissioners. First, I would like to continue to serve as Adjunct Faculty for Davenport University. I have taught for them over the past five years teaching Paralegal Studies and Business Law classes for them. I have been offered a class to teach during the Winter 2019 Semester and I would ask for permission to continue in that employment.

The second issue is in regards to vacation time. I was informed that I would only get one week of vacation after one year of employment. I would ask the Board of Commissioners to provide me with two weeks of paid vacation, to reflect my prior employment with Ionia County in the Prosecutor's Office for over 4.5 years, 33 years as a licensed attorney and for serving as department head for the Public Defender Office. Thank you for your consideration of these issues regarding my employment. Any further questions or concerns, please feel free to contact our office.

Sincerely,

Walter J. Downes
Chief Public Defender

WJD/wjd

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

Chief Public Defender vacation time
10/26/2018

CONTACT:

Walter J. Downes, Chief Public Defender

DESCRIPTION:

See Attached

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

None

LEGAL REVIEW: none

DEADLINE:

ASAP

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Provide the Chief Public Defender two paid weeks of vacation as the starting basis of vacation time, based upon prior County employment (over 4.5 years), 33 years of experience, and being a department head.

ADMINISTRATOR'S RECOMMENDATION:

Administrator will fill this part in ..

IONIA COUNTY PUBLIC DEFENDER OFFICE

WALTER J. DOWNES, Chief Public Defender
101 West Main Street - Ionia, MI 48846
(616) 527-8242 - Fax (616) 527-5379
e-mail: publicdefender@ioniacounty.org
www.ioniacounty.org



October 19, 2018

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c/o Stephanie Fox
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Sincerely,

Walter J. Downes
Chief Public Defender

WJD/wjd

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

Public Defender Budget Amendment
10/26/2018

CONTACT:

Walter J. Downes, Chief Public Defender

DESCRIPTION:

See Attached

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

See attachment – NO financial impact on Ionia County budget – increases in salary to MIDC standards and in line with other Public Defender offices in the state will be paid by State of Michigan

LEGAL REVIEW: none

DEADLINE:

ASAP

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

That the Public Defender budget be amended to increase the salary range for Assistant Public Defenders to \$65,000-\$85,000, with starting salary for the current Assistant Public Defenders be \$75,000.00 based upon their 17 and 18 years of experience respectfully. That the Chief Public Defender salary range be amended to \$89,420-\$119,832, with the starting salary for the current Chief Public Defender at \$105,000, based on his 33 years of legal experience.

ADMINISTRATOR'S RECOMMENDATION:

Administrator will fill this part in ..

Walter J. Downes

From: Walter J. Downes
Sent: Thursday, October 25, 2018 9:49 AM
To: Fox, Stephanie; Clark, Kimberly; Brenda Cowling-Cronk; David Hodges; Georgia Sharp; Jack Shattuck; James Banks; Larry Tiejema; Scott Wirtz
Cc: Christopher Dennie
Subject: Request for Amendment of Public Defender Budget
Attachments: 0105_001.pdf

Ionia County Board of Commissioners,

I am writing in regards to amending the Public Defender budget immediately. This past weekend I was forwarded the job posting for Montcalm County for their Public Defender Administrator position that will monitor their roster list and attend arraignments. [See attached job description] That individual hired will never have to visit a client in a jail or prison, or defend a client in a jury trial, yet will be paid \$65,000-\$75,000. That is only one small aspect of all of my job responsibilities, but I am being paid less than \$63,000.

Most surrounding counties and all counties in Michigan have posted their Public Defender positions consistent with the MIDC standard for salaries to be within the salary ranges for a Michigan Assistant Attorney General. MIDC even recommended using Berrien County as a guide, as they established their Public Defender office a few years ago. Here are current job postings for Public Defender positions in our state:

Eaton County – Public Defender Administrator (\$58,220-\$75,692)

Clinton County – Public Defender Administrator (\$85,000)

Newaygo and Oceana Counties – Public Defender Administrator (\$100,000-\$110,000)

Barry County – Chief Public Defender (\$68,556-\$82,264)

Marquette County – Chief Public Defender (\$68,411-\$83,574)

Ingham County – Chief Public Defender (\$104,115.76-\$124,967.62)

Ottawa County – Chief Public Defender (\$106,525.64-\$137,855.64)

Berrien County – Chief Public Defender (\$89,420-\$119,832)

[See attachment for those job postings]

My immediate concern is that I was fortunate to hire seasoned attorneys that have 17 and 18 years of experience respectfully. Based on ranges for Assistant Public Defenders at \$65,000-\$85,000, they should be making more than half of that range – easily starting at \$75,000.00 anywhere else. Yet they are currently being paid only \$48,500.00. My concern would be for them to apply and get that much larger salary elsewhere and leave Ionia County. Why not provide them that salary and benefits now rather than later.

The ranges for the Chief Public Defender statewide are in the \$68,411-\$137,855.64 range, and the Berrien County range of \$89,420-\$119,832 is within that wide range and is consistent with MIDC standards and expectations. With my 33 years of experience, it should put my starting salary at a minimum of \$105,000.

Amending the budget costs Ionia County nothing, not one additional penny would be required in the Ionia County budget. These salaries are paid for by the state of Michigan pursuant to the MIDC funding. Counties are allowed to amend their budget to correct these types of underestimates. In a September meeting with Stephanie and Christopher Dennie from MIDC, we were informed that there is a pool of funds that MIDC has to cover these amendments of the budget that occur before the next budget cycle. So there is no reason not to amend the salaries now to get into compliance with the MIDC mandates and get in line with all other counties in the state for salaries for Public Defenders.

I would urge you to please consider an immediate amendment of the Public Defender budget to increase the salaries of the Chief Public Defender to its proper range of (\$89,420-\$119,832 consistent with Berrien County), with my starting salary at \$105,000.00, and my Assistant Public Defender to a range of (\$65,000-\$85,000), with their experience level starting them at \$75,000.00 salary. Thank you for your time and consideration to this concern and issue to maintain the quality of the Public Defender office established in Ionia County, and come into compliance with the MIDC standards established.

MONTCALM COUNTY
JOB POSTING
PUBLIC DEFENDER ADMINISTRATOR

Full-Time, Salaried

\$65,000 – \$75,000 per Year

General Summary

Under the direction of the Montcalm County Controller/Administrator, regularly performs the functions of a Public Defender Administrator, Implementing and following the Michigan Indigent Defense Commission (MIDC) guidelines. Ensures that Montcalm County is in compliance of all Licensing and Regulatory Affairs (LARA) regulations for Indigent Defense, including hiring of staff to fulfill the Public Defender's responsibilities in accordance with the County budget process. Oversees the administrative and management functions of the office.

Other Functions

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Employment Qualifications

Education: Juris Doctorate Degree from an accredited law school.

Experience: Four years of criminal law experience.

Other Requirements: Licensed to practice law in the State of Michigan.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access all courtrooms within the County, including the ability to drive or otherwise be transported to the District Court.

Ability to remove books weighing up to 10 lbs. from bookshelves and transport to worksite.

Ability to carry briefcase, files and legal volumes to courtrooms.

Working Conditions:

Works in office and courtrooms.

Exposure to individuals charged and/or convicted of a variety of criminal offenses.

Applications are available (online at www.montcalm.org or outside the Controller's Office) and are due in the Montcalm County Controller's Office, 211 W. Main Street, PO Box 368, Stanton, MI 48888. Applications will be accepted until noon on Wednesday, October 31, 2018. EOE

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☒ Yes, I agree

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 [Print](#)

Eaton County

Public Defender Administrator

Description

Public Defender Administrator

Bargaining Unit-General Admin

EATON COUNTY

Job ID #

Established Date: September 27, 2018

Revision Date:

SALARY RANGE (Grade 11)

\$27.99 - \$36.39 Hourly

\$58,220 - \$75,692 Annually

General Summary:

Under the direction of the County Controller/Administrator, the Public Defender Administrator is responsible for operating the county's managed assigned indigent criminal defense program to ensure that adult defendants receive competent legal representation in criminal proceedings. The Administrator is responsible for screening, selecting and maintaining a roster of eligible attorneys in coordination and consultation with the judges of the Eaton County Trial Courts for case assignment, evaluating attorney performance, maintaining payments, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation.

Essential Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Manages the county's public criminal defense operation separate from the court including budgeting, planning, and general administration. Provides the County Controller/Administrator with ongoing reports regarding caseload, legal resources and
2. Supervises any support staff, if available. Maintains responsibility for directing day-to-day operation workload of personnel, evaluates performance, and assures necessary training and professional development. Recommends disciplinary action according to established
3. Oversees indigency eligibility screening for assigned counsel based on income and other available assets. Follows baseline criteria ensuring that procedures are consistently applied.
4. Identifies attorneys that are qualified to accept assignments. Ensures that interested attorneys meet the MIDC standards established for legal providers - including but not limited to basic skills and annual training requirements.
5. Maintains a roster of qualified attorneys in coordination and consultation with the judges of the Eaton County Trial Courts, makes case assignments, and oversees scheduling of counsel. Monitors cases and the performance of assigned Establishes a system for the Court to utilize to report attorney performance to be reviewed jointly by the Administrator and representatives designated by the Chief Judge, at least annually.
6. Approves the use of investigators, experts and other resources required for particular cases and assigned
7. Reviews, approves and handles vouchers for payment to assigned attorneys, investigators, experts and other expenditures associated with particular cases.
8. Resolves non-grievance matters between defendants, and assigned counsel and the courts, including administratively reassigning counsel when
9. Assists with the coordination of compliance with the MIDC standards, including annual grant requests for funding compliance
10. Attends legal conferences and seminars to stay current on legal issues, updates administrative techniques regarding public defender requirements and other legal matters.
11. Performs other duties as directed.

Other Functions

1. None listed.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Minimum Qualification/Experience:

Must have a Juris Doctorate degree and licensed to practice law in the State of Michigan and a member in good standing with the Michigan Bar Association.

At least 5 years of progressively more responsible experience in the practice of criminal defense or the equivalent. The County, at its discretion, may consider an alternative combination of formal education and work experience.

Must possess a valid Michigan Operator's License.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements/Working Conditions:

Physical Requirements:

[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:

- Ability to communicate in person and by telephone.
- Ability to enter and retrieve information from computers.
- Ability to lift or push/pull objects up to 15 lbs. without assistance

Working Conditions:

Must be able to work on-site at Eaton County Governmental Complex. Works in normal office or court conditions, but may travel occasionally to other locations to attend meetings and represent the department.

Job Information

Location:	Job ID:	Posted:
Charlotte, Michigan, United States	43949366	October 1, 2018
Position Title:	Company Name:	Job Function:
Public Defender Administrator	Eaton County	Other
Entry Level:	Min Experience:	
No	5-7 Years	

Jobs You May Like

CLINTON COUNTY JOB DESCRIPTION

MANAGED ASSIGNED COUNSEL ADMINISTRATOR

All candidates must submit an electronic Clinton County Application for Employment accompanied by a resume, cover letter and references.

Only qualified candidates who are selected for an interview will be contacted.

TITLE: MANAGED ASSIGNED COUNSEL ADMINISTRATOR 29TH JUDICIAL CIRCUIT

EMPLOYEE GROUP: NON-UNION – FULL-TIME

SALARY: \$85,000

ADDITIONAL INFO: <https://www.clinton-county.org/178/Human-Resources>

APPLICATION DEADLINE: Open until filled

Supervised By: County Administrator

Supervises: Subordinate office staff

Position Summary:

Under the direction of the County Administrator, the Managed Assigned Counsel Administrator is responsible for operating the county's indigent criminal defense program to ensure that adult defendants receive competent legal representation in criminal proceedings. The Administrator is responsible for screening, selecting and maintaining a roster of eligible attorneys for case assignment, evaluating attorney performance, maintaining payments, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation.

Essential Job Functions:

An employee in this position may be called upon to do any or all of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.

1. Manages the county's public criminal defense operation separate from the court including budgeting, planning, and general administration. Provides the County Administrator with ongoing reports regarding caseload, legal resources and costs.
2. Supervises any support staff, if available. Maintains responsibility for directing day-to-day operation workload of personnel, evaluates performance, and assures necessary training and professional development. Recommends disciplinary action according to established procedures.
3. Oversees indigency eligibility screening for assigned counsel based on income and other available assets. Follows baseline criteria ensuring that procedures are consistently applied.
4. Identifies attorneys that are qualified to accept assignments. Ensures that interested

attorneys meet the MIDC standards established for legal providers - including but not limited to basic skills and annual training requirements.

5. Maintains a roster of qualified attorneys, makes case assignments, and oversees scheduling of counsel. Monitors cases and the performance of assigned attorneys.
6. **Represents indigent clients and maintains indigent client caseload as needed due to conflicts and/or unavailability of counsel at any stage of the criminal process.** Approves the use of investigators, experts and other resources required for particular cases and assigned counsel.
7. Reviews, approves and handles vouchers for payment to assigned attorneys, investigators, experts and other expenditures associated with particular cases.
8. Resolves non-grievance matters between defendants, and assigned counsel and the courts, including administratively reassigning counsel when appropriate.
9. Assists with the coordination of compliance with the MIDC standards, including annual grant requests for funding compliance plans.
10. Attends legal conferences and seminars to stay current on legal issues, updates administrative techniques regarding public defender requirements and other legal matters.
11. Performs other duties as required.

Required Knowledge, Skills, Abilities and Minimum Qualifications:

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform the job.

Requirements include the following:

- At least 5 years of progressively more responsible experience in the practice of criminal defense or the equivalent. The County, at its discretion, may consider an alternative combination of formal education and work experience.
- Juris Doctorate degree and licensed to practice law in the State of Michigan and a member in good standing with the Michigan Bar Association.
- Michigan Vehicle Operator's License.
- Thorough knowledge of the professional public management techniques involved in budgeting, personnel administration and resource management and the ability to identify and implement new best practices.

- Thorough knowledge of the principles and practices of State of Michigan criminal law and public defense processes and procedures.
- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and formulating policy and service recommendations.
- Skill in effectively communicating ideas and concepts orally and in writing and making presentations in public forums.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units and the courts, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and the ability to learn data base software utilized in public defense administration.
- Ability to attend meetings scheduled at times other than normal business hours.
- Ability to respond to emergencies or service needs on a 24-hour basis.

Physical Demands and Work Environment:

The physical demands and work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties of this position are shared between two funding units: Clinton County and Gratiot County. This position will require travel between the main office in St. Johns and the satellite office in Ithaca.

While performing the duties of this job, the employee is regularly required to communicate in person and by telephone, read regular and small print, view and produce written and electronic documents and enter data on a computer keyboard with repetitive keystrokes. The employee must be mobile in an office setting, stand, sit, stoop and kneel, use hands to finger, handle, or feel, and reach with hands and arms. The employee must lift or push/pull objects of up to 15 lbs. without assistance. Accommodation will be made, as needed, for office employees required to lift or move objects that exceed this weight.

Lifting, carrying, and transporting files from the office to attorney room, court room, or between the main and satellite offices may be required.

The typical work environment of this job is a business office or court setting where the noise level is quiet and sometimes moderate.

REQUEST FOR QUALIFICATIONS

MANAGED ASSIGNED COUNSEL ADMINISTRATOR

Serving the 27th Circuit Court and 78th District Court

Position Status: Independent Contractor

Contract Term: Three Years

Maximum Fee: \$100,000 - \$110,000 annually
(fees established by Michigan Indigent Defense Commission)

Closing Date: Open until filled

Position Summary:

Under the joint direction of the County Administrators from Newaygo and Oceana Counties ("Employer") and pursuant to contract terms, the Managed Assigned Counsel Administrator ("Administrator") is responsible for operating the Employer's indigent criminal defense program to ensure that adult defendants receive competent legal representation in criminal proceedings. The Administrator is responsible for screening, selecting and maintaining a roster of eligible attorneys for case assignment, evaluating attorney performance, maintaining payments, authorizing investigative resources and performing other duties associated with the provision of competent and consistent legal representation.

Requirements:

- Juris Doctorate degree and licensed to practice law in the State of Michigan and a member in good standing with the Michigan Bar Association.
- Valid Michigan Vehicle Operator's License.
- Ability to attend meetings scheduled at times other than normal business hours.
- Ability to respond to emergencies or service needs on a 24-hour basis.
- Must submit to background investigation, credit history check and drug screening.
- Current professional liability insurance coverage (minimum amount of \$1,000,000 combined single limit, including coverage for bodily injury, personal injury, broad form property damage, contractual liability and cross-liability).
- Current worker's compensation insurance, if applicable.
- Current auto liability insurance for each vehicle used in the performance of said duties.

Preferred Knowledge, Skills and Abilities:

- At least 5 years of progressively more responsible experience in the practice of criminal defense or the equivalent. The Employer, at its discretion, may consider an alternative combination of formal education and work experience.
- Thorough knowledge of the professional public management techniques involved in budgeting, personnel administration and resource management and the ability to identify and implement new best practices.
- Thorough knowledge of the principles and practices of State of Michigan criminal law and public defense processes and procedures.

- Skill in assembling and analyzing data, preparing comprehensive and accurate reports, and formulating policy and service recommendations.
- Skill in effectively communicating ideas and concepts orally and in writing and making presentations in public forums.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units and the courts, professional contacts, elected officials, and the public.
- Ability to assess situations, solve problems, work effectively under stress, within deadlines, and in emergency situations.
- Skill in the use of office equipment and technology, including Microsoft Suite applications and the ability to learn data base software utilized in public defense administration.

How to Apply

- Go to www.countyofnewaygo.com/careers.aspx to obtain instructions according to the Qualification Based Selection process.



Barry County

Notice of Employment Opportunity

Barry County

Chief Public Defender

Position Overview: The purpose of this job is to develop, implement, oversee, and direct the Public Defender Office and the indigent defense contract system for Barry County. The Chief Public Defender (CPD) is responsible for staffing the Public Defender Office, creating and supervising all attorney contracts and/or attorney rosters within the contract system, ensuring that Barry County meets all constitutional and legislative requirements pertaining to the representation of indigent adults and providing a high level of indigent defense (ID) services. The CPD supervises and directs all ID staff; monitors all ID contracts and attorney rosters for compliance; develops and implements policies and procedures for all facets of ID; directs and/or performs the department's administrative functions; and prepares the department's annual budget.

Required Education and Experience: Juris Doctor Degree with a Certificate of Admittance to the State Bar of Michigan as evidence of continued good professional standing and authority to practice law throughout the state.

Five years of experience in the practice of criminal defense or the equivalent, including a minimum of three years of progressively more responsible experience in the administration of legal services.

Three to five years of experience practicing law with a thorough understanding of the rules of evidence and the applicable statutes, case law and trial procedures.

Wage and Benefits: Annual wage range: \$68,556 - \$82,264 full time plus fringe benefit package.

To Apply: Interested and qualified candidates can obtain a complete copy of the Chief Public Defender job description and a Barry County Application for Employment at www.barrycounty.org or email request to mbrown@barrycounty.org. Applications with resume can be emailed to mbrown@barrycounty.org.

Posting Date: October 16, 2018

Deadline: Applications will be accepted until position is filled.

Barry County is an Equal Opportunity Provider and Employer.

**NOTICE OF JOB VACANCY
COUNTY OF MARQUETTE
CHIEF PUBLIC DEFENDER**

Under the supervision of the County Administrator, the Chief Public Defender is responsible for the development, implementation, oversight and direction of the Public Defender Office. Also responsible for ensuring Marquette County meets all constitutional and legislative requirements as they pertain to indigent adult offenders. Complete Job Description available on the County's website, co.marquette.mi.us or email request to jmcauliffe@mqtco.org.

Requirements

Juris Doctor degree with a Certificate of Admittance to the State Bar of Michigan as evidence of continued good professional standing and authority to practice law through the state.

Five years of criminal law experience including at least three years criminal trial level experience, experience with warrant review, and circuit court trial experience involving serious felony charges.

A valid vehicle operator's license; must maintain State Bar of Michigan Certificate of Admittance throughout employment with the county.

Wages & Benefits

Annual wage range is \$68,411 - \$83,574 plus fringe benefit package.

To be considered for this position, please submit a cover letter and resume to Human Resources, 234 W. Baraga Ave., Marquette, MI 49855. Applications accepted until October 1, 2018. Marquette County is an Equal Opportunity Provider and Employer.

MARQUETTE COUNTY

CHIEF PUBLIC DEFENDER

General Summary

Under the supervision of the County Administrator, on behalf of the Marquette County Board of Commissioners, the Chief Public Defender is responsible for the development, implementation, oversight and direction of the Public Defender Office, the indigent defense private counsel conflict/overflow list; supervising the Public Defender Office. Ensures that Marquette County meets all constitutional and legislative requirements as they pertain to the representation of indigent adult offenders and provides a high level of indigent defense services.

Essential Functions

1. The Chief Public Defender supervises and directs all indigent defense staff and monitors all indigent defense private counsel/overflow list; develops and implements policies and procedures as they are proposed by the Michigan Indigent Defense Commission and approved by the Supreme Court;
2. Represents clients in court proceedings; interviews law enforcement personnel, witnesses, corrections officers, etc. Engages in negotiations with Prosecutor and clients; prepares correspondence and legal documents; gathers and reviews case evidence, conducts research and reviews evidence, exhibits, reports, statements, etc; appears and argues in court for arraignments, preliminary hearings, pre-trial motions, presents case, examines and cross examines witnesses; issues subpoenas for witnesses to appear, testify, or provide evidence pertinent to case.
3. Regularly monitors cases in progress, makes departmental decisions on major courses of action & plea bargaining conditions.
4. Assigns cases to Assistant Public Defense Attorneys and private counsel/overflow list. Consults and recommends courses of formal legal defense as appropriate.
5. Assigns Counsel at first appearance.
6. Resolves client/staff conflicts arranging replacement counsel as appropriate.
7. Directs and/or performs the department's administrative functions and prepares the department's annual budget.
8. Utilize County resources efficiently and effectively to provide a high level of indigent defense services; ensures that legal representation of each client continues in other courts, legal proceedings arising from the same case and programs as requested by the court and that once assigned, attorney continues to represent each client through to completion of the proceedings unless a reassignment is necessary.
9. Verify that each private counsel used for conflict or overflow has adequate liability insurance; that is maintained and that the County and court are held harmless from liability arising from their representation of a client.
10. Monitors and remedies MIDC compliance issues; develops/implements internal caseload management; manages the department's budget; attends meetings, conferences.
11. Develop and implement internal caseload management reporting to certify Supreme Court/SCAO standards are met.
12. Manage the department budget to include payments for services and staff expenses.
13. Attend meetings, conferences, and Continuing Legal Education (CLE) opportunities as approved by the County Administrator.

MARQUETTE COUNTY

14. Monitors private counsel participation in continuing legal education events (CLE).
15. Stays informed of legal precedents and relevant legislation as it pertains to indigent defense representation.
16. Attend meetings with other agencies and departments as required.
17. Perform other duties as required by the County Administrator.

Other Functions

18. None listed.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Employment Qualifications

Education: Juris Doctor degree with a Certificate of Admittance to the State Bar of Michigan as evidence of continued good professional standing and authority to practice law through the state.

Experience: Five years of criminal law experience including at least three years criminal trial level experience, experience with warrant review, and circuit court trial experience involving serious felony charges.

Other Requirements: A valid vehicle operator's license; regular, reliable and predictable attendance; comfortable with the daily use of technology; ability to perform without additional clerical support, if necessary; must maintain State Bar of Michigan Certificate of Admittance throughout employment with the county;

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements [This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements].

Ability to access all courtrooms within the county. Ability to travel to Ishpeming location.

Ability to remove books and other reference materials from bookshelves and transport to worksite.

Prolonged sitting and standing while in the courtroom.

Ability to carry briefcase, files and legal volumes to courtrooms.

Working Conditions:

Works in office and courtrooms.

Exposure to individuals charged and/or convicted of a variety of criminal offenses.

RE-POST

PREVIOUS APPLICANTS NEED NOT APPLY

CHIEF PUBLIC DEFENDER



Posting Number: #18-163

Annual Salary: \$ 104,115.76 - \$ 124,967.62

Application Deadline: OPEN UNTIL FILLED

**Required Documents: Cover Letter, Resume, Transcripts,
State Bar License, Application**

Apply at: <https://selfservice.ingham.org>

*****Applications are accepted until there are sufficient numbers of qualified applicants or a qualified candidate has been identified. The position could possibly close at any time.***

General Summary:

Reporting to the Board of Commissioners, this position plans, organizes and directs the activities and staff of the Public Defender's Office. Uses considerable independent discretion at all times as the County Public Defender ensuring that constitutional guarantees are upheld, rights are protected and due process is implemented fairly, equally, equitably, and consistently. The Public Defender is responsible for staffing, training, supervising, counseling and discipline for the office. Ensure that Ingham County meets all constitutional and legislative requirements as they pertain to the representation of indigent adult offenders and provides a high level of indigent defense services. Directs, develops and implements policies and procedures for the Public Defender's Office. Ensures that the Public Defender's Office conforms to the Michigan Rules of Professional Conduct. Directs and performs the department's administrative functions. Prepares the department's annual budget.

Essential Functions:

1. Develops necessary policies and procedures to attain and maintain standards of indigent defense as they are proposed by the Michigan Indigent Defense Commission (MIDC) and approved by the Michigan Supreme Court. Also ensure that the Public Defender's Office conforms to the Michigan Rules of Professional Conduct.
2. Develops and implements long and short term goals, objectives, and work standards for the Office to include the establishment and direction of programs to maximize operational effectiveness and cost efficiencies; directs the preparation and administration of the Department's budget; makes budget and program presentations to the Board of Commissioners; monitors expenditures to ensure that they are within budget guidelines.

3. Plans, organizes, assigns, directs, reviews and evaluates the work of public defender attorneys and support staff; selects staff personnel and provides for their training, professional development; counsels and disciplines as necessary; interprets laws and regulations and County policies for subordinates; confers with subordinate supervisors and other department staff to monitor activities; coordinates work effort and resolve problems and issues unique to the public defender attorney staff; provides professional assistance to staff.
4. Reviews or supervises the review of criminal investigations to determine adequacy of evidence to justify searches, seizures and the authorization of charges by the prosecution; directs public defender attorneys in gathering and analyzing case evidence, preparing arguments, filing necessary documents, and presenting cases in court; assigns cases to attorneys, reviews progress, and provides technical assistance and guidance; directs the maintenance of accurate legal materials, reports, correspondence and other written materials; substitutes for public defender attorneys as necessary.
5. Approves pre-trial investigations, motions, polygraph examinations and expert witnesses while directing the defense of all criminal cases including in particular those that are the most complex or sensitive criminal cases, to include appearance in court to substitute personally as needed.
6. Represents the County at meetings with local, state and federal officials; may speak before groups and the media on matters related to the Public Defender's office; acts as media contact for Public Defender's Office.
7. Keeps informed of legal precedents and relevant legislation by reading professional journals, court rulings, attends meetings, conferences and CLE opportunities. Maintains conformity with the Michigan Rules of Professional Conduct.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: Juris Doctorate degree with a Certificate of Admittance to the State Bar of Michigan.

Experience: A minimum of ten (10) years of experience in the practice of criminal defense, including a minimum of five (5) years of experience in the administration of legal services.

Other Requirements:

- None

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Working Conditions:

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is exposed to individuals in crisis. These individuals may suffer from mental or emotional illness, have violent tendencies or be unconcerned with their personal safety and hygiene.
3. This position is required to travel for meetings and appointments. Some appointments may be held at personal residences where levels of cleanliness and safety vary.
4. Some trainings, appointments, and meetings may require overnight travel.

Physical Requirements:

- This position requires the ability to sit, stand, walk, twist, bend, and stoop/crouch, squat, kneel, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require periodic stamina in standing, walking, twisting, bending, stooping/crouching, squatting, kneeling, lifting, carrying, pushing, pulling, and handling
- This position's physical requirements require continuous stamina in sitting, reaching, grasping, pinching, typing, and enduring repetitive movements of the wrists, hands or fingers.
- This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)

MCF 17
August 2018



Ottawa County
Where You Belong

OTTAWA COUNTY
invites applications for the position of:

Public Defender

SALARY: \$106,525.64 - \$137,855.64 Annually

DEPARTMENT: Public Defender

OPENING DATE: 08/30/18

CLOSING DATE: Continuous

JOB DESCRIPTION:

Under the direction of the County Administrator, the Public Defender serves as the responsible attorney of record of all indigent or partially indigent adult criminal cases, as the first choice for appointment by the courts to provide competent, constitutionally mandated legal representations, as counter-part to all prosecution components within the judicial system.

This is a full-time, benefited position that requires frequent travel throughout the County and State. Please note: The position will be posted until filled. The hiring committee will begin reviewing applications and selecting candidates on September 11, 2018. The start date of the position is contingent on the implementation of funding.

ESSENTIAL JOB FUNCTIONS:

The essential functions of this position include, but are not limited to, the following:

- Develops and implements long and short term goals, objectives, policies, procedures and work standards for the department to include in particular the establishment and direction of programs to maximize operational effectiveness and cost efficiencies.
- Reviews and supervises the review of criminal investigations to determine adequacy of evidence to justify searches, seizures and the authorization of charges by the prosecution.
- Directs assistant public defender attorneys in gathering and analyzing case evidence, preparing arguments, filing necessary documents, and presenting cases in court; assigns cases to assistants, reviews progress, and provides technical assistance and guidance.
- Develops and implements programs to assess, meet or exceed mandated standards adopted as a requirement by the Michigan Indigent Defense Commission (MIDC), American Bar Association (ABA), and the State Bar of Michigan (SBM) for competent legal defense services.
- Plans, organizes, assigns, directs, reviews and evaluates the work of attorneys and support staff.
- Selects staff personnel and provides for their training and professional development; interprets laws and regulations and County policies to subordinates.
- Confers with departmental staff to monitor activities, coordinate work effort and resolve problems and issues unique to the attorney staff.
- Provides professional assistance to staff, other County departments and public and private organizations in areas of legal expertise to include meetings with appointed and elected governmental officials, civic leaders and others.
- Monitors legal developments, including legislation and court decisions which may impact the work of the Department; ensure that legal staff is kept up to date on such developments.
- Directs the preparation and administration of the department's budget and monitors expenditures to ensure that they are within budget guidelines. Develops performance measures and drafts and presents the department's annual report.
- Regularly meets with attorneys to review activities, coordinate work effort, discuss and resolve problems, and assure adherence to department goals, objectives, and policies.
- Directs the maintenance of accurate legal records and files; prepare or direct the preparation of briefs, legal materials, reports, correspondence and other written materials.
- Substitutes for attorneys as necessary and/or personally handle complex, sensitive or significant representation problems.

- Approves pre-trial investigations, motions, polygraph examinations and expert witnesses while directing the defense of all criminal cases including in particular those that are most complex or sensitive criminal cases, to include appearance in court to substitute personally as needed.
- Directs the representation of the defense in Friend of the Court cases related to child support.
- Interacts productively with Sheriff's Department, State Police and other law enforcement agencies, courts, private attorneys and social agencies to ensure adequateness of criminal investigations and evidence to justify prosecutions.
- Actively collaborates, cooperates, coordinates and/or directs programs designed to reduce recidivism through effective rehabilitation of convicted criminals.
- Keeps informed of legal precedents and relevant legislation by reading professional journals and court rulings, conferring with legislators and attending meetings, seminars and conferences.
- May speak before groups regarding the criminal justice system and the constitutionally mandated role of the defense.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Possess an undergraduate Degree (with preferable courses in business management and/or criminal law) plus a Juris Doctor Degree with a Certificate of Admittance to the State Bar of Michigan and authority to practice law throughout the state; have a minimum of ten (10) years of experience in the practice of criminal law and at least five (5) years of progressively more responsible experience in the administrative supervision of legal services; authority to practice law in the State of Michigan and admittance to practice in front of federal courts and the U.S. Supreme Court is desirable.

Must be licensed in good standing to drive a motor vehicle and possess a valid Michigan driver's license.

ADDITIONAL REQUIREMENTS AND INFORMATION:

The qualified candidate will have the following knowledge and skills:

- Knowledge, skills and experience in management/supervision, enlightened leadership, human relations, finance/budget, office administration, planning, organizing, communications (written and verbal);
- Knowledge of public/media/labor relations, County-wide technology plans, County guiding principles, core competencies,
- Knowledge of principles and practices of criminal law, particularly as related to the defense of clients, investigations, research, data analysis, report preparation techniques and computer applications related to the work;
- Considerable ability to plan, organize and direct a high volume law firm that encompasses directing the work of others, providing for their training and professional development, interpreting, applying and explaining laws, policies and regulations, analyzing complex legal and administrative problems, evaluating alternatives and adopting sound courses of action.
- Thorough working knowledge of Michigan Court Rules, American Bar Association, State Court Administrative office, and Michigan Indigent Defense Commission rules and requirements.
- Thorough working knowledge of management and supervisory principles and practices.
- Ability to interact positively and professionally with County, state and local unit officials, executives and administrators; employees, community and business representatives, and members of the general public with widely divergent socio-economic and cultural backgrounds and varying levels of communication skills and analytical knowledge and sophistication.

Physical Requirements and Working Conditions:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility. Work is generally performed in a normal office and court environment with travel throughout the County and State.

Ottawa County Is an Equal Opportunity Employer

APPLICATIONS MAY BE FILED ONLINE AT:
<http://www.milottawa.org>

12220 Fillmore Street
West Olive, MI 49460

Position #1110-01
PUBLIC DEFENDER
JG



BERRIEN COUNTY PUBLIC POSTING

Applications for the following vacancies will be received at the Personnel Department
Berrien County Administration Center, 701 Main Street, St. Joseph, MI 49085, 8:30 a.m. to 5:00 p.m.
Download an application from the Berrien County website: [Employment Application](#);
Equal Opportunity Employer ~ August 20 – 24, 2018

PUBLIC DEFENDER OFFICE

Chief Public Defender (\$89,420 - \$119,832)

Required: Juris Doctor degree with a Certificate of Admittance to the State Bar of Michigan as evidence of continued good professional standing and authority to practice law throughout the state. Bachelor's degree in business management or a related field preferred. A minimum of ten years of experience in the practice of criminal defense or equivalent, including a minimum of five years of progressively more responsible experience in the administration of legal services. ***Applications must be received by the Personnel Office no later than 5:00 p.m. on Friday, September 28, 2018.***

Special Requirements: A valid vehicle operator's license; regular, reliable and predictable attendance; comfortable with the daily use of technology in the legal profession; able to perform without additional clerical support, if necessary. A criminal and/or a financial background check may be required. Must maintain State Bar of Michigan Certificate of Admittance throughout employment with Berrien County at the county's expense. May not practice law in the State of Michigan for any other client except the Berrien County Board of Commissioners; serve as an advisor or consultant on legal matters to any other entity, public or private, or be a party to any indigent defense contract.

Duties: Develop and implement policies and procedures to ensure that the activities of all three facets of ID are in compliance with the constitutional and statutory requirements regarding the defense of indigent clients. Develop necessary policies and procedures to attain and maintain standards of indigent defense as they are proposed by the Michigan Indigent Defense Commission (MIDC) and approved by the Michigan Supreme Court. Utilize county resources efficiently and effectively to provide a high level of indigent defense services. Ensure legal representation of each client continues in other courts, legal proceedings arising from the same case, and programs as requested by the court, and that each individual attorney, once assigned, continues to represent each client through the completion of the proceedings in the court unless a reassignment is necessary. Verify that each contracted attorney maintains adequate professional liability insurance and that the county and the court are held harmless from liability arising from their representation of a client. Attend court proceedings to monitor attorneys' court performance and their participation in continuing legal education (CLE) events. Monitor performance of all adult and juvenile indigent defense contracts, whether these contracts are entered into with firms or individual ID attorneys. Supervise and direct the activities of all Public Defender Office staff. Advise the county administrator of violations of contract provisions and makes recommendations on how to remedy compliance issues. Advise the county administrator of recurring requests for waivers from contract requirements. Develop and implement internal caseload management reporting to certify Supreme Court/SCAO standards are met. Manage department budget. Provide updates to the Board of Commissioners and Parent Committee as required. The duties stated are intended to describe the general nature and level of work being performed by a person so classified and are not to be construed as an exhaustive list of all duties and responsibilities.

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

Community Corrections Advisory Board Appointment
11/13/18

CONTACT:

Brent Denny
District Court Administrator/CC Supervisor

DESCRIPTION:

Board appointment of Brent Denny to the Office of Community Corrections Advisory Board

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Office of Community Corrections

FINANCIAL ANALYSIS:

Cost directly to the County -none

LEGAL REVIEW:

None

DEADLINE:

Upon Board approval.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

The Ionia County Board of Commissioners appoint Brent Denny to the Ionia County Office of Community Corrections Advisory Board.

ADMINISTRATOR'S RECOMMENDATION:

Click here to enter text.

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

Independent Contractor Agreement
11/13/18

CONTACT:

Brent Denny
District Court Administrator

DESCRIPTION:

Independent Contractor Agreement between The County of Ionia, The 64A District Court and Satin Franks.

The District Court has had a long relationship with Satin Frank providing services of supervising District Court Probationers, particularly substance abuse offenders, and monitoring of pretrial/presentence offenders.

This contract is unchanged from the previous contracts and runs from January 1, 2019 through December 31, 2020.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Circuit Court and District Court Probation

FINANCIAL ANALYSIS:

Cost directly to the County -none

LEGAL REVIEW:

None

DEADLINE:

December 30, 2018

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Ionia County Board of Commissioners approve the Independent Contractor Agreement between Ionia County, the 64A District Court and Satin Franks.

ADMINISTRATOR'S RECOMMENDATION:

Click here to enter text.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the 64A JUDICIAL DISTRICT COURT, Elvon R. Rasmussen Building, 101 W. Main Street, Ionia, Michigan, 48846, and the Ionia County Board of Commissioners, 100 W. Main Street, Ionia, Michigan,) hereinafter referred to as the "Court"), and **Satin Franks** (hereinafter referred to as the "Contractor").

WITNESSETH:

IN CONSIDERATION of the mutual covenants hereinafter contained, IT IS AGREED as follows:

ONE: SERVICES TO BE PROVIDED BY THE CONTRACTOR: The Court shall refer to the Contractor, on a non-exclusive basis, defendants ordered to perform community service, defendants with bond conditions, daily preliminary breath tests, or defendants placed on probation and required to report on a daily basis.

TWO: COMPENSATION. The Court shall not be responsible for any compensation to the Contractor. Defendants will be required to pay the Contractor directly. 64A District Court shall not be responsible for any monies due and owing the Contractor.

THREE: ACCOUNTING PROCEDURES. The Contractor's accounting procedures and internal financial controls shall conform to generally accepted accounting practices.

FOUR: REPORTS. The Contractor shall be responsible for the collection of any data required by the court for the above programs, and complete any forms required by the Court for purposes of monitoring a defendant.

FIVE: RECORDS AND INSPECTIONS. The contractor shall maintain full and accurate records with respect to all services performed under this Agreement. Representatives of the Court shall have free access during the Court's normal business hours to such records and shall have the right to examine and audit the same and to make copies and/or transcripts thereof and to inspect all data, documents, proceedings and activities related to this Agreement and the services to be provided hereunder. Refusal to allow the Court's representatives access to said records, data, documents, proceedings and

activities and right to inspect, audit, make copies, and/or transcripts thereof, shall constitute a material breach of this Agreement.

SIX: APPLICABLE LAW AND VENUE: This agreement shall be construed according to the laws of the State of Michigan. The Agreement shall be the County of Ionia, of the State of Michigan. In the event any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

SEVEN: COMPLIANCE WITH THE LAW: The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations.

EIGHT: NONDISCRIMINATION: The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, handicap, height, weight, or marital status.

The Contractor shall adhere to all applicable Federal, State and Local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to, the following:

- A. Section 504 of the Rehabilitation Act of 1973, as amended.
- B. The Elliott Larson Civil Rights Act, 1976 Public Acts 453, as amended.
- C. The Michigan Handicapper's Civil Rights Act, 1976 Public Acts 220, as amended.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 State 328 (42 USCA 12101 et seq), as amended, and regulations promulgated thereunder.

In the event a Federal or State Court or Federal or State Administrative Agency after a due process hearing makes a finding that the Contractor is guilty of discrimination prohibited by law, the Contractor shall forward a copy of the finding to the Court.

Breach of this section shall be regarded as a material breach of this Agreement.

NINE: INDEPENDENT CONTRACTOR: It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor and its employees and agents shall not be considered to be and shall not be held out as an employee, servant or agent of either Ionia County or the Court. The Contractor shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing services under this Agreement and for the withholding and payment of all applicable taxes, including but not limited to, income and social security taxes to the proper Federal, State and Local Governments.

TEN: WORKER'S COMPENSATION COVERAGE: It is expressly understood and agreed that neither Ionia County nor the Court are responsible for providing independent contractors such as the Contractor with workers' compensation coverage. The Contractor, as required by law, shall procure and maintain Workers' Compensation coverage for its employees. In the event the Contractor utilizes subcontractors, as required by law, also procure and maintain Workers' Compensation coverage.

ELEVEN: INDEMNIFICATION AND HOLD HARMLESS.

A. The Contractor shall indemnify, save and hold harmless Ionia County, the Court, and their elected and appointed officers, employees and agents from all claims, damages, lawsuit, costs and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees, that Ionia County, the Court and their elected and appointed officers, employees or agents may incur as a direct result of the acts, omissions or negligence of the Contractor, its officers, employees and agents, that may arise out of this Agreement.

B. The Contractor's indemnification, save and hold harmless responsibilities under this section shall include the sum of claims, damages, costs, lawsuits and expenses which are in excess of any sum reimbursed to Ionia County, the Court, or their elected or appointed officers, employees, servants and agents by the insurance coverage obtained and/or maintained pursuant to the requirements of this Agreement.

TWELVE: INSURANCE. The Contractor shall procure, pay the premium on, keep and maintain during the term of this Agreement, Comprehensive General Liability Insurance, with contractual liability coverage with limits of not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) per each occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. In the event the services which the Contractor is required to perform under this Agreement requires the use of a motor vehicle, the Contractor shall procure and maintain Insurance, including applicable No-Fault coverage as required by the laws of the State of Michigan. Such motor vehicle

insurance shall include all owned vehicles, non-owned vehicles and all hired vehicles, which may be used in the performance of services under this Agreement.

The contractor shall require all insurers to provide the Court with at least thirty (30) days' prior written notice in the event of any reduction or cancellation of the insurance coverage required herein. The Contractor shall provide the Court with a certificate of insurance verifying such coverage.

If any of the insurance coverage's required in this section expires during the term of this agreement the Contractor shall deliver renewable certificates and/or policies to the court at least ten (10) days prior to the expiration date.

The Contractor shall maintain such other insurance as it deems appropriate for its own protection.

THIRTEEN: WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

FOURTEEN: ASSIGNMENT, SUBCONTRACTS. The Contractor shall not assign or subcontract its duties and/or obligations under this Agreement without the prior written consent of the Court.

FIFTEEN: AMENDMENTS OR MODIFICATIONS TO THE AGREEMENT. This Agreement may be amended or modified only by the written mutual consent of the parties hereto.

SIXTEEN: AGREEMENT PERIOD. This agreement shall become effective and performance thereon shall commence on the **1st day of January 2019, and shall continue to the 31st day of December 2020, at which time it shall terminate.**

SEVENTEEN: TERMINATION. Notwithstanding any other provision in this Agreement to the contrary, in the event the Contractor breaches any of the terms and conditions of this Agreement, the Court may terminate this Agreement upon ten (10) calendar days prior written notice to the Contractor. It is expressly understood and agreed that the Court's exercise of its termination rights under this section shall not constitute a waiver by the Court of any rights or remedies it may have in law or in equity.

EIGHTEEN: DISREGARDING TITLES. The title of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be

disregarded with construing or interpreting any of the provisions of this Agreement.

NINETEEN: COMPLETENESS OF THE AGREEMENT. This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY: NON-THIRD-PARTY BENEFICIARY CONTRACT. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-ONE: INVALID PROVISIONS. If any provision of this Agreement is held to be invalid it shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

TWENTY-TWO: CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing on behalf of the parties hereto certify by their signatures that they are authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year written below.

WITNESS BY:

64A JUDICIAL DISTRICT COURT

_____	Dated: _____	Raymond P. Voet, District Judge
_____	Dated: _____	_____, Chairman Ionia County Board of Commissioners
_____	Dated: _____	Satin Franks, Contractor Day Reporting Coordinator

10/29/2018

Department: Ionia County Central Dispatch
Requestor: James B. Valentine
Purpose/Description of Request:

from 261.325.000.850.349 Op. 911 Com Lines into 261.325.000.850.301 Op. Tel.
from 261.325.000.801.800 Serv. Buil'd . Into 261.325.000.801.005 Serv Equip. Maint
from 261.325.000.850.005 Op. Eq. Lease Into 261.325.000.801.005 Serv Eq. Maint.
from 261.325.000.371.000 Reserve for Capital Imp. Into 261.325.000.801.005 Serv Maint.

Date _____

11/6/2018

Department: Sheriff Dept.

Created By: Kim Clark

Requestor: Suana McDaniels

To establish budget for substance abuse treatment services provided by Arbor Circle in the amount of \$6559.73 per month OCT-DEC 2018.

Revenue Line Items				Debit	Credit
Fund	Activity	Account	Description	Decrease	Increase
101	351.003	699.102			\$19,679.19
				-	
				-	
				-	-
				-	-
				-	-
				-	-
				-	-

Appropriation Line Items				Debit	Credit
Fund	Activity	Account	Description	Increase	Decrease
101	351.003	801.100	Services-Contractual	\$19,679.19	
Total:				\$19,679.19	\$19,679.19
Amendment Balance (must be zero)				\$0.00	\$0.00

Finance Office Use Only

Finance Officer Review _____
County Administrator Approval _____
Board Approval _____

Date _____
Date _____
Date _____

**Service Agreement
between
Ionia County Sherriff's Office
and
Arbor Circle**

This Service Agreement sets forth the terms and understanding between the Ionia County Sheriff's Office, having a mailing address of 133 Adams Street, Ionia, MI 48846, and Arbor Circle, a non-profit organization, having a mailing address of 1115 Ball Avenue NE, Grand Rapids MI 49505, regarding services for inmates of Ionia County Correctional Center.

I. PERIOD OF PERFORMANCE

The activities described in the Service Agreement are to begin on September 1, 2018 and are to continue through August 30, 2019. All eligible program activities and related eligible expenses are limited to the above time period.

- **This Agreement can be terminated by either party with a 30 day written notice.**
- **This Agreement can be extended beyond the identified period of performance with mutual written agreement of both parties.**

II. ACTIVITIES

The purpose of these services is to provide substance abuse treatment and support for inmates referred through this agreement.

- A. Arbor Circle will provide the equivalent of 1.0 FTE Therapist/Case Manager who will provide the following services:**
- **Coordinate referrals and services with designated Correctional Center staff.**
 - **Conducts substance use disorder (SUD) assessments for treatment and service needs.**
 - **Develop SUD treatment/service plans for referred inmates.**
 - **Develop re-entry plans to guide activities once released.**
 - **Provide structured, gender specific SUD treatment group services for inmates.**
 - **Provide individual SUD counseling, as needed.**
 - **Coordinate SUD treatment connections for inmates upon release.**
 - **Follow up with released inmates to ensure connections with resources.**
 - **Coordinate services with Probation Officers or other stakeholders.**
 - **Connect inmates to necessary Recovery Support services (eg. AA, NA, etc.)**
 - **Participate in meetings, Court sessions or other relevant activities as requested by the Sherriff's Office designees.**
- B. Arbor Circle will provide appropriate support and infrastructure including:**
- **Provide credentialed, trained, and competent staff.**
 - **Ensure adequate supervision of assigned staff.**
 - **Invoice Sherriff's Office on a monthly basis with supporting documentation, as required.**
 - **Ensure adequate property and liability insurance.**

Service Agreement
between
Ionia County Sherriff's Office
and
Arbor Circle

- Coordinate and collaborate with Sherriff's Office staff to ensure smooth implementation of services.
- Within 60 days of the beginning of this agreement, provide to the Sheriff's Office and the Ionia County Substance Abuse Initiative the following:
 - Re-entry plans developed under this agreement
 - List of meetings with local stakeholders and pertinent information from said meetings
 - List of services coordinated with Correctional and Probation staff
 - A written report containing data on number of non-duplicated individuals referred to and provided with various services, number of group sessions held, and number of non-duplicated individuals per group
- Send monthly reports thereafter containing the above as well as data on attendance, progress, or other information as requested and agreed upon to the Sherriff's Office and the Ionia County Substance Abuse Initiative.
- Provide timely billing and reports, as defined by the Sheriff Office.

C. Ionia County Sheriff's Office will:

- Provide and coordinate referrals for contracted services.
- Provide adequate referral information for each referred participant.
- Communicate/coordinate with Arbor Circle Project Manager.
- Provide adequate space and access to information/resources to conduct work.
- Designate project liaison.
- Provide reimbursement within 30 days of invoice.
- Reimburse Arbor Circle the following at a rate of \$6,559.73 per month (\$78,717 annual) for services performed.

III. SIGNATURES

Arbor Circle

Date

9/18/2018

Ionia County Sheriff's Office

Date

09-12-2018

COMMISSION ON AGING BOARD

Length of Term: 3 Years

Appointments made in September

NAME: Larry Tiejema
ADDRESS: 1187 Hawley Hwy.
Saranac, MI 48881
PHONE: 616-642-0384
TERM EXPIRES: 2020

NAME: Gerald Patton
ADDRESS: 18 Belhaven
Belding, MI 48809
PHONE: 231-832-1081
TERM EXPIRES: 2020

NAME: Dennis Sitzler
ADDRESS: 151 Jackson St.
Saranac, MI 48881
PHONE: 616-642-9243
TERM EXPIRES: 2021

NAME: Cheryl Irish
ADDRESS: 1660 Dick Rd.
Ionia, MI 48846
PHONE: 616-522-9428
TERM EXPIRES: 2019

NAME: Laura Linebaugh
ADDRESS: 6751 Gibbs Road
Portland, MI 48875
PHONE: 517-526-1041
TERM EXPIRES: 2021

NAME: Melvin Haga
ADDRESS: 1824 Nickleplate Rd.
Ionia, MI 48846
PHONE: 616-902-5097
TERM EXPIRES: 2019

NAME:
ADDRESS:
PHONE:
TERM EXPIRES:

IONIA COUNTY

Application for Committee or Board Position

Name: Vicki Pohl
Address: 6777 Riverview Ln. Portland Mi. 48875
Telephone Number: 517-331-3286
Email: pohlv@michigan.gov
Board, Council, or Committee Position Desired: Ionia Co. Commission on Aging

Please give a brief resume of your qualifications for the desired position.

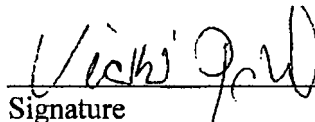
Appointed to the Ionia County Community Mental Health Recipient Rights Advisory Committee 10/2012.

Speaker at Protect Seniors taking a stand against Elder Abuse at the Ionia Co. Commission on Aging 10/13.

Current member of the DHHS Rapid Response Team.

Set up a booth at the Senior Health Fair representing DHHS and the programs they offer including Adult Services in Ionia County.

Current Adult Services worker in Ionia Co. Assisting vulnerable adults whom are at risk of Harm in Ionia as well as assisting in Montcalm County since 2010.


Signature

Please mail completed application to:

Ionia County Administration Office
3rd Floor – Courthouse
100 Main Street
Ionia, MI 48846

Fax: 616.527.5380

Email: soverton@ioniacounty.org