

**IONIA COUNTY BOARD OF COMMISSIONERS
BOARD OF COMMISSIONERS MEETING
DECEMBER 10, 2024 – 3:00 P.M.
101 WEST MAIN STREET
IONIA, MICHIGAN**

THIS MEETING WILL BE HELD IN PERSON AND ZOOM

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment** (Three-minute time limit per-speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting (s)
 - B. Approve per diem and mileage
 - C. Approve payments of Common Cash and General Fund Payroll for the month of November 2024- \$2,217,290.43
 - D. Approve payments of Health Department payroll and accounts payable for the month of November 2024-\$ 324,697.76
 - E. Approve payments of Road Department payroll and accounts payable for the month of November 2024-\$ 1,986,297.78
 - F. Approval of payments from Trust and Agency for the month of November 2024-\$1,728,066.28
- VII. Unfinished Business**
 - A. Request approval of Solid Waste Plan Amendment – Melissa Eldridge
- VIII. New Business**
 - A. Request date for Organizational 2025 meeting
 - B. Reappointment to Substance Abuse Initiative
 - Kendra Backing- two year term
 - Sharon Carlson – two year term
 - Ken Baker- two year term
 - C. Request Approval for Carrick Trucking Gravel Contract Extension – Linda Pigue
 - D. Request Approval for Thomas Lawn Care Bellamy Creek Extension- Linda Pigue

- E. Request Approval for Michigan Pavement Marking Contract Extension – Linda Pigue
- F. Request to purchase snowplow blade and mount for Road Department Maintenance pickup truck – Linda Pigue
- G. Approval of 4th Quater Budget Amendments-Bernadette Blonde
- H. Request Authorized Signature for FY 2025 Michigan Drug Court Grant-Patrick Jordan
- I. Request Authorized Signature for FY 2025 Office of Highway Safety Planning Grant-Patrick Jordan
- J. Request Authorized Signature for FY 2025 Veteran’s Court Grant -Patrick Jordan
- K. Approval of Agreement for Michigan State University Extension Services-William Hendrian

IX. Department Reports

X. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. Board of Commissioners
- C. County Administrator

XI. Reports of Special or Ad Hoc Committees

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

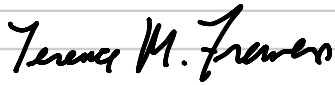
XIII. Closed Session- NONE

XIV. Adjournment

Board and/or Commission Vacancies

Appointments for consideration in the month of November 2024:
NONE

Appointments for consideration in the month of December 2024:
Substance Abuse Initiative

County of Ionia					
Request for Per Diem and Mileage					
Commissioner Frewen					
November, 2024					
Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Afternoon Meeting	11/12/2024	3	\$50.00	38.6	\$25.86
Commissioners Afternoon Meeting	11/26/2024	2	\$50.00	38.6	\$25.86
Grievance Committee					
Personel Committee					
Board of Public Works					
DHHS Board Meeting	11/07/2024	1.5	\$50.00	36	\$24.12
Eightcap Governing Board	11/22/24	absent			
ICEA Meeting					\$0.00
Road Dept Meeting	11/04/2024	1.5	\$50.00	38	\$25.46
Road Dept Meeting	11/18/2024	1.5	\$50.00	38	\$25.46
Budget Meeting					
Admin/ Road director mtg.					
Finance meeting	11/19/24	1	\$50.00	38.6	\$25.86
Township Officials Mtg.					
				227.8	\$152.63
Total Per Diem Requested:			\$300.00		
Total Mileage Requested:					\$152.63
			Total	\$452.63	
				12/2/24	
Signed Terence M. Frewen				Date	
Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours					
Mileage for 2024 is 67 cents					

County of Ionia
Request for Per Diem and Mileage

Commissioner ~~Frown~~ *Hescho*

Nov

2024

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	<i>12 Nov</i>				<i>24</i>
Commissioners Meeting	<i>26-Nov</i>				<i>24</i>
Special Board Meeting					
Grievance Committee					
Personnel Committee					
Board of Public Works					
Department of Human Services Board					
Eight Cap Governing Board					
Ionia County Economic Alliance					
Road Department Meeting					
Other: <i>Trial mtg</i>	<i>21-Nov</i>				<i>84</i>

Total Per Diem Requested: _____

Total Mileage Requested: _____

Signed _____

6-Dec-24
Date

Per Diem Rates: Board of Commissioner Meetings are \$50 for one to three hours, and \$75 for more than three hours.
Committee and all other meetings are \$50 for up to one hour
Mileage for 2024 is .67 cents per mile.

County of Ionia
Request for Per Diem and Mileage

Commissioner Chairman Hodges

OCT.

2024

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	10-8		50.00	38	
Commissioners Meeting	10-22		50.00	38	
Special Board Meeting					
Facilities Committee	10-22		50.00	0	
Grievance Hearing Committee					
Airport Board					
Community Mental Health	10-28		50.00	38	
Emergency Management Council					
Park Advisory Board					
SW Michigan Alliance for Region Three					
West Michigan Regional Planning Comm					
Other:					

Total Per Diem Requested:

\$ 200.00

Total Mileage Requested:

\$ 76.38

David R. Hodges
Signed

12-2-24
Date

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours

Mileage for 2024 is .67 cents per mile.

County of Ionia
Request for Per Diem and Mileage

Commissioner Chairman Hodges

NOV.

2024

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	11-12		50.00	38	
Commissioners Meeting	11-26		50.00	38	
Special Board Meeting					
Facilities Committee					
Grievance Hearing Committee					
Airport Board					
Community Mental Health	11-18		50.00	38	
Emergency Management Council					
Park Advisory Board	11-13		50.00	38	
SW Michigan Alliance for Region Three	1				
West Michigan Regional Planning Comm	11-8		50.00	64	
Other: <u>Mental Health</u>	11-25		50.00	38	
				254	

Total Per Diem Requested: \$ 300.00

Total Mileage Requested: \$ 170.18

David R. Hodges
Signed

12-2-24
Date

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours

Mileage for 2024 is .67 cents per mile.

County of Ionia
Request for Per Diem and Mileage

Commissioner Chairman Hodges

Dec. 2024

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	12-10		50.00	38	
Commissioners Meeting					
Special Board Meeting	12-2		50.00	38	
Facilities Committee					
Grievance Hearing Committee					
Airport Board					
Community Mental Health					
Emergency Management Council					
Park Advisory Board					
SW Michigan Alliance for Region Three					
West Michigan Regional Planning Comm					
Other:					

Total Per Diem Requested: \$ 100.00

Total Mileage Requested: \$ 50.92

David R. Hodges
Signed

12-10-24
Date

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours

Mileage for 2024 is .67 cents per mile.

County of Ionia Request for Per Diem and Mileage

Commissioner Shattuck

OCT

2024

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	10-8		50.00		12.00
Commissioners Meeting	10-22		75.00		12.00
Special Board Meeting					
Airport Board	~~0~~				
Airport Zoning Board					
Audit Committee					
Bargaining Committee Representative					
Lake Board-Jordan Lake					
MAC Workers' Comp Board	10-30		~~0~~		
MSU Extensions Council					
SMART					
Parks Advisory Board	~~0~~				
Finance	10/15		50.00		12.00
MA					
Other: Material Management	10-29		50.00		12.00
Solid Waste	10-2		50.00		12.00
Budget	10-8		50.00		~~0~~
Solid Waste	10-30		50.00		11.00

Total Per Diem Requested: 375.00

Total Mileage Requested: 71.00

Signed Jack Shattuck

Date 11-20-24

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours

Mileage for 2024 is .67 cents per mile.

County of Ionia Request for Per Diem and Mileage

Commissioner Shattuck

Nov. 2024

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	11-12		50 ⁰⁰		12 ⁰⁰
Commissioners Meeting	11-26		50 ⁰⁰		12 ⁰⁰
Special Board Meeting					
Airport Board	~~0~~				
Airport Zoning Board					
Audit Committee					
Bargaining Committee Representative	11-20		~~0~~		
Lake Board-Jordan Lake					
MAC Workers' Comp Board					
MSU Extensions Council					
SMART					
Parks Advisory Board	~~0~~				
Road Comm contract	11-15		50 ⁰⁰		12 ⁰⁰
Finance	11-19		50 ⁰⁰		12 ⁰⁰
Other: Meeting w Pitch	11-27		50 ⁰⁰		26 ⁰⁰
Solid Waste	11-28				

Total Per Diem Requested: 250⁰⁰

Total Mileage Requested: 74⁰⁰

Signed Jack Shattuck

Date 12/2/24

Per Diem Rates: \$50 for meetings up to three hours; \$75 for meetings more than three hours
Mileage for 2024 is .67 cents per mile.

**Commissioner Tiejema
November-24**

Board/Commission	Date	Hours	Per Diem	Miles	Mileage
Commissioners Meeting	11/12/24		\$ 50.00	18	\$ 12.06
Commissioners Meeting	11/26/24		\$ 50.00	18	\$ 12.06
Area Agency on Aging of Western MI	11/25/24	1:35	\$ 50.00	56	\$ 37.52
Finance Committee	11/19/24	1:25	\$ 50.00	18	\$ 12.06
Other:					

Total Per Diem Requested:	\$200.00
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Total Mileage Requested:	\$73.70
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Larry Tiejema
Signed

12/05/24
Date

**AMENDMENT TO IONIA COUNTY
SOLID WASTE MANAGEMENT PLAN**

_____, 202__

The Ionia County Solid Waste Management Plan (January 2001) is hereby amended and supplemented as follows:

1. Import Authorization Tables I-A and Table I-B, (III-2 -III-4), shall delete all listed counties and any specific restrictions identified in the table and shall be replaced with the following language:

All counties within the State of Michigan are authorized by Ionia County for primary importation. The authorized annual cap is 200,000 tons of solid waste from all counties combined.

2. Facility User Fee, (III-47 and August 13, 2004, transmittal letter p. 2), is hereby amended to read as follows:
 - a. In order to finance the implementation of Part 115 County Solid Waste Management Plan, Ionia County imposes a user fee upon all solid waste deposited and/or processed at facilities located within the County. Any previous County memorandum, contract, resolution or ordinance regarding a user fee or surcharge is repealed and voided. Unless a different user fee is agreed to through a "host community agreement" between Ionia County and a particular facility, the following user fee is established based on each ton deposited and/or processed in the facility:
 - (1). \$2.00 per ton of waste accepted for deposit and/or processed to be paid to Ionia County.
 - (2). \$1.00 per ton of waste accepted for deposit and/or processed to be paid to Orleans Township.
 - (3). \$0.25 per ton of waste accepted for deposit and/or processed to be paid to Otsico Township.
 - b. The County may enforce the user fee through a solid waste ordinance with civil and/or criminal sanctions if the fee is not collected and remitted, or through the terms of the host community agreement.
 - c. Each owner or operator must remit the user fee to Ionia County, Orleans Township and Otisco Township in accordance with this plan on a monthly basis. On a form selected by Ionia County, the facility owner or operator shall also provide monthly reports to Ionia County, Orleans Township and Otisco Township identifying the gross amount of paid receipts and/or solid waste collected during the preceding month. Ionia County, Orleans Township and Otisco Township must receive all monthly reports and user fees no later than the 10th day of the succeeding month.

- c. In order to encourage the development of resource recovery facilities, user fees shall not be imposed on material that is recycled at resource recovery facilities.
 - d. Host Community Agreement: is defined as a written contract that is approved and signed by the owner of a “facility” as defined in Rule 103 of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, administrative rules; and the Ionia County Board of Commissioners (“BOC”) after approval in a public meeting, by the BOC.
 - e. Delete all text on p. III-48.
3. Elected System, (III-51) is hereby amended to read as follows:
- a. **Local Responsibility for Plan Update Monitoring and Enforcement:** Ionia County Board of Commissioners and any designee appointed by the Ionia County Board of Commissioners, and the Ionia Conservation District as the Designated Planning Agency.
 - b. **Educational and Informational Programs:** Ionia Conservation District.
4. Special Conditions (D-7), is hereby amended to read as follows:
- a. Ionia County Solid Waste Export Condition:

Ionia County's Solid Waste Management System includes Pitsch Sanitary Landfill, the Household Hazardous Waste Program, Recycling Drop-Offs, and public education programs.

Ionia County has listed the following counties which accept Ionia County waste on a reciprocating basis: Allegan, Barry, Kent, Clinton, Montcalm, Eaton, Gratiot, Ingham, Berrien, Branch, Calhoun, Cass, Clare, Jackson, Kalamazoo, Mason, Mecosta, Midland, Muskegon, Newaygo, Oceana, Ottawa, Osceola, Saginaw, Shiawassee, St. Joseph, Van Buren, Wexford.
 - b. Ionia County Solid Waste Import Condition:

Ionia County's Solid Waste Management Plan establishes limits on the amounts and origins of waste authorized for disposal in Ionia County, including a controlling overall maximum amount of 200,000 tons annually.

Ionia County will accept waste generated in any county located in the State of Michigan. According to the amendment to the Plan of 2024, this Plan authorizes solid waste for disposal from any county in the State of Michigan.

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

Title: Gravel Contract Extension
Date: December 10, 2024

CONTACT: Linda Pigue, Managing Director Ionia County Road Department

DESCRIPTION:

Contract 23-12 for Gravel Resurfacing was Awarded to Carrick Trucking & Gravel. The Contract provided for 4 possible extensions. This is the second of four (4) possible extensions. The prices have not changed nor has the source of the gravel (Schafer pit) changed. The gravel was tested and did meet the Contract 23-12 requirements for MDOT 23-A specifications.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None.

FINANCIAL ANALYSIS:

The townships contract with the Road Department for the amount of gravel they want put on local roads, The townships reimburse the Road Department for the cost of the gravel, which includes Carrick delivering the gravel. The Road Department uses our labor and equipment to prepare the road for re-surfacing and spreading of the gravel. This is included in our 2025 budget.

LEGAL REVIEW:

None.

DEADLINE:

December 10, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request the Board authorize Linda Pigue, Managing Director to sign the contract extension.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.

Waite, Cody

From: carricktrucking@charter.net
Sent: Monday, November 25, 2024 8:49 AM
To: Waite, Cody
Subject: Renewal 2025

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Morning Cody,

Carrick Trucking and Gravel, Inc. is interested in renewing the furnish, load, haul and place from Schafer Pit for Ionia County Roads for 2025 Season. This is a renewal under the 2022 Gravel Resurfacing for Ionia County.

Terms: Payment every 10 days from invoice.

Any questions please feel free to contact us.

Thank you for letting us be of service to your county.

Gail Carrick, General Manager
Carrick Trucking & Gravel, Inc.

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

Title: Maintenance of MDOT Bellamy Creek Roadside Park
Date: December 12, 2024

CONTACT: Linda Pigue, Managing Director

DESCRIPTION: The Department entered into a contract with Thomas Lawn Care LLC in 2023 for maintenance of the MDOT Bellamy Creek Roadside Park at \$400 per week starting April 1 and going through October 31. The contract included the option for four additional annual renewals. This is the second renewal.

OTHER DEPARTMENTS/AGENCIES AFFECTED: None

FINANCIAL ANALYSIS: MDOT reimburses the Department for the cost of maintaining the Roadside Park and both the revenue and expense are included in the Department's 2025 budget.

LEGAL REVIEW: Not applicable.

DEADLINE: December 12, 2024.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION): Request the Board approve renewal of the Thomas Lawn Care LLC contract.

ADMINISTRATOR'S RECOMMENDATION: The Administrator recommends approval of the Resolution.

Waite, Cody

From: thomaslawncare2011 <thomaslawncare2011@gmail.com>
Sent: Tuesday, November 26, 2024 10:22 AM
To: Waite, Cody
Subject: RE: Contract 23-03 Bellamy Creek Roadside Park Maintenance

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Yes we can just extend the contract

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Waite, Cody" <cwaite@ioniacountyroads.org>
Date: 11/26/24 10:19 AM (GMT-05:00)
To: thomaslawncare2011@gmail.com
Subject: Contract 23-03 Bellamy Creek Roadside Park Maintenance

Good morning, Travis

I wanted to reach out and discuss if you had any desire in extending your contract for the Bellamy Creek Roadside Park during the 2025 season? If you wish to extend, please let me know by replying to this email or contacting me on my cell phone listed below.

I appreciate your time and look forward to hearing from you.

Respectfully,

Cody Waite

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

Title: Pavement Marking
Date: December 10, 2024

CONTACT: Linda Pigue, Managing Director

DESCRIPTION: The Road Department has a contract with Michigan Pavement Markings LLC. The contract provided for 3 one-year renewals. This will be the third and final renewal.

OTHER DEPARTMENTS/AGENCIES AFFECTED: None.

FINANCIAL ANALYSIS: The cost of pavement marking is included in the Road Department's 2025 budget. The Road Department paid Michigan Pavement Markings LLC approximately \$115,000 in 2024.

LEGAL REVIEW: Not applicable.

DEADLINE: December 12, 2024.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request the Board approve the contract extension.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.



P.O. Box 9673
Wyoming, MI 49509-0673
Ph: (616) 261-3111
Fx: (616) 261-3150

Ionia County Rd Commission
Attn: David Poff
November 11, 2023

Michigan Pavement Markings LLC would like to renew the pavement marking contract with your Road Commission for the 2025 season. We will be happy to honor the same unit prices from the 2024 season. Thank you for the work you have awarded us in the past. It was greatly appreciated. I hope we can keep a good working relationship for the future.

If you have any questions or need anything further please give me a call.

X

Please install the DocuSign Signature Appliance
Client. Refer to <http://www.docusign.com>

X

Please install the DocuSign Signature Appliance
Client. Refer to <http://www.docusign.com>

Thank you

Sincerely,

Shannon Nielsen
President
Michigan Pavement Markings, LLC.

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

Title: Replace Pickup Truck's Snowplow and Mount
Date: December 10, 2024

CONTACT: Linda Pigue, Road Dept. Managing Director

DESCRIPTION:

The snowplow and mount on our Maintenance Lead Worker's pickup truck has rusted through and is no longer useable. We have a price from Sourcewell for a replacement including installation. Sourcewell does the competitive bidding and awards contracts for use by municipalities.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None

FINANCIAL ANALYSIS:

The Department's budget is sufficient to cover the \$10,773 in cost.

LEGAL REVIEW:

N/A

DEADLINE:

December 10, 2024

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

We are requesting Board authorization to purchase a snowplow and mount for our Maintenance Lead Worker's pickup truck.

ADMINISTRATOR'S RECOMMENDATION:

Administrator recommends approval.



JOHN DEERE

Quote Summary

Prepared For:

IONIA COUNTY ROAD DEPARTMENT
170 E RIVERSIDE DR
IONIA, MI 48846
Mobile: 616-902-1991

Prepared By:

Lohone Matt
Hutson, Inc.
6018 E Grand River Avenue
Portland, MI 48875
Phone: 517-647-4164
mlohone@hutsoninc.com

Quote Id: 32041740

Created On: 02 December 2024

Last Modified On: 02 December 2024

Expiration Date: 31 December 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
BOSS PLOW XT 8'2" Stainless/ Sourcewell Contract# - 031121-TTC	\$ 10,773.00	\$ 10,773.00 X	1 =	\$ 10,773.00

Equipment Total **\$ 10,773.00**

Quote Summary

Equipment Total	\$ 10,773.00
SubTotal	\$ 10,773.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,773.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,773.00

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 32041740

Customer: IONIA COUNTY ROAD DEPARTMENT

BOSS PLOW XT 8'2" Stainless/ Sourcewell Contract# - 031121-TTC

Hours: 0

Suggested List

Stock Number:

\$ 10,773.00

Selling Price

\$ 10,773.00

Code	Description	Qty	Unit	Extended
MSC18782	XT 8'2" Stainless	1	\$ 8,820.00	\$ 8,820.00
Standard Options - Per Unit				
LTA09060B	Undercarriage Ford F250/F350 2008-2016	1	\$ 0.00	\$ 0.00
MSC09601	SmartTouch2 V-Plow Controller	1	\$ 0.00	\$ 0.00
MSC25000	Wiring Kit, 13-Pin Truck Side	1	\$ 0.00	\$ 0.00
MSC15005C	Coupler Unit with SL3 Light Package with SmartHitch2 & Smartlock Cylinders for, 8'2" V Blade	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Dealer Attachments				
MSC09993	Headlight Adapter	1	\$ 96.00	\$ 96.00
MSC01565	Snow Deflector Kit	1	\$ 361.00	\$ 361.00
HYD01835	Hydraulic Fluid	3	\$ 12.00	\$ 36.00
OPEN MARKET	SET UP AND INSTALLATION	1	\$ 1,460.00	\$ 1,460.00
Dealer Attachments Total				\$ 1,953.00
Suggested Price				\$ 10,773.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 10,773.00

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

4th Quarter of 2024 - Budget Amendments
12/10/2024

CONTACT:

Bernadette Blonde, Finance Director

DESCRIPTION:

4th quarter budget amendments are detailed in the attached document. These amendments result from revenue and expenditures that were unknown during the original budget process.

FINANCIAL ANALYSIS:

The proposed amendments to the 2024 General Fund reflect higher than anticipated revenues across several departments along with the recognition of ARPA (American Rescue Plan Act) revenue. These adjustments bring the total increase in revenue to \$1,391,537.71. On the expenditure, adjustments include the recognition of ARPA-related expenditures, additional life Insurance costs that were not known during the initial budget process, and increased expenses associated with the presidential election. While the election-related costs are reflected in the 2024 expenditures, a significant portion of these expenses will be reimbursed in 2025. These adjustments result in a total increase in expenditures of \$1,388,933.70.

Overall, this brings an increase in our fund balance of \$2,604.01.

The projected Fund Balance for the General Fund

Fund Balance at December 31,2023	\$4,065,203
Original budgeted use of Fund Balance 2024	(\$152,548)
1 st & 2 nd Quarter budget amendments	(\$663,398)
3rd Quarter budget amendments	\$ 952.30
4th Quarter budget amendments	<u>\$2,604.01</u>
Projected use of Fund Balance	<u>(\$812,389.69)</u>
Projected Fund Balance on December 31, 2024,	\$3,252,813.31
Minimum Fund Balance (15%) of 2025 Budgeted Appropriations	17.7%

Amendments to the General Fund Designated include increased transfer in from general fund to support committed projects. On the expenditure side, adjustments reflect the reallocation of certain budgeted line items and the realization expenses that did not materialize during the year. As a result, these amendments will increase of projected fund balance by \$1,420,412.59.

Amendments to the Special Revenue Funds include adjustments for interest revenue, additional landfill fees, grant revenues, and other miscellaneous expenses that were not anticipated during the initial budget process.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Move to approve the 4th quarter budget amendments with an increase in budgeted fund balance for the general fund in the amount of \$2,604.01, which projects a use of fund balance of \$812,389.69. Based on the 2023 results, the projected fund balance at December 31, 2024 will be \$3,252,813.31.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

**4th Quarter Budget Amendments
2024 Budget
Ionia County**

Account	Department Description	Amount	Explanation
GENERAL FUND			
Revenue			
101-131.000-600.200	DRUG COURT FEES	500.00	Higher than expected
101-136.000-600.100	COURT COSTS	30,000.00	Higher than anticipated
101-136.000-600.201	BOND FEE	200.00	Higher than anticipated
101-136.000-600.203	ALCOHOL ASSESSMENT	1,000.00	Higher than anticipated
101-136.001-539.111	JUROR PAY REIMBURSEMENT	11,000.00	Higher than anticipated
101-137.000-600.105	COURT FEES - DOMESTIC RELATIONS	300.00	Higher than anticipate
101-148.001-671.402	ATTORNEY FEE REIMBURSEMENT	100.00	Higher than anticipated
101-000.000-528.407	OTHER FED GRANT-AMERICAN RESCUE PLAN	1,376,972.71	Recognize ARPA Revenue from Deferred
101-228.000-699.256	TRANSFER IN - AUTOMATION FUND	(20,000.00)	Will not receive this form automation fund against restricted funds
101-267.000-671.404	OUIL-OUID REIMBURSEMENT	400.00	Higher than anticipated
101-268.000-600.215	COUNTY TRANSFER TAX	20,000.00	Higher than anticipated
101-268.000-630.000	PASSPORT FEES	200.00	New revenue source
101-301.000-600.200	FEES	2,000.00	Higher than anticipated
101-301.001-539.305	LIQUOR INSPECTION	15.00	Higher than anticipated
101-351.000-600.200	FEES	600.00	Higher than expected
101-351.000-671.451	JAIL TELEPHONE REIMBURSEMENT	15,000.00	Higher than expected
101-426.000-671.400	REIMBURSEMENTS	(50,000.00)	Received Reimbursement in 2023
101-430.003-801.609	SERVICES - VETERINARIAN	2,100.00	Higher than excepted
101-751.000-600.702	PARK GATE FEE	150.00	Higher than anticipated
101-751.000-664.541	RENT, PALMER LODGE	1,000.00	Higher than anticipated
		<u>1,391,537.71</u>	Total Revenue

Expenditures

101-000.000-999.102	TRANSFER TO GENERAL FUND DESIGNATED	1,378,212.59	ARPA Expense recognition
101-101.000-701.200	WAGES - PER DIEM	2,000.00	More meetings through out the year, still owe November & December
101-101.000-715.100	BENEFITS - HEALTH INSURANCE	(4,000.00)	Reallocation of Budgeted Expenses
101-101.000-850.910	OPERATING - TRAVEL	2,000.00	More meetings result in more mileage reimbursements
101-131.000-715.100	BENEFITS - HEALTH INSURANCE	(3,150.00)	Reallocate Budgeted Expenses
101-131.000-715.275	BENEFITS - LIFE INSURANCE	150.00	Life Insurance Calculation was not know during budget process
101-131.000-801.050	SERVICES - CONSULTANTS	2,000.00	Reallocate Budgeted Expenses
101-131.000-850.910	OPERATING - TRAVEL	1,000.00	Reallocate Budgeted Expenses
101-131.001-801.502	SERVICES - APPOINTED ATTORNEY	5,000.00	Services needed more than anticipated
101-131.003-701.020	WAGES - CLASSIFIED, SUPPORT	5,000.00	Higher than anticipated
101-131.003-715.001	BENEFITS - FICA	275.00	Higher than anticipated
101-131.003-715.275	BENEFITS - LIFE INSURANCE	50.00	Life Insurance Calculations were not know during budget process
101-131.003-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	700.00	Higher than anticipated
101-131.003-801.508	SERVICES - TRANSCRIPTIONS	1,500.00	More services needed than anticipated
101-136.000-701.020	WAGES - CLASSIFIED, SUPPORT	5,000.00	On Call Pay not included in wage calculation
101-136.000-701.050	WAGES - UNION, DISTRICT COURT	51,000.00	Higher than anticipated
101-136.000-701.071	WAGES - JUDICIAL SUPPLEMENT	3,722.00	Higher than anticipated
101-136.000-715.001	BENEFITS - FICA	400.00	Higher than anticipated
101-136.000-715.100	BENEFITS - HEALTH INSURANCE	10,250.00	More employees joined insurance during the year
101-136.001-801.509	SERVICES - JUROR PAY	4,000.00	More services needed through out the year - Reimbursed through the state
101-137.001-801.510	SERVICES - WITNESS FEES	3,000.00	Higher than anticipated
101-148.000-701.020	WAGES - CLASSIFIED, SUPPORT	5,000.00	Higher than anticipated
101-148.000-701.071	WAGES - JUDICIAL SUPPLEMENT	11,000.00	Higher than anticipated
101-148.000-715.001	BENEFITS - FICA	1,800.00	Higher than anticipated
101-148.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	800.00	Higher than anticipated
101-148.000-850.910	OPERATING - TRAVEL	150.00	Higher than anticipated
101-149.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	2,000.00	Reallocate budgeted expenses
101-149.000-701.020	WAGES - CLASSIFIED, SUPPORT	(94,417.41)	Reallocated to another fund - Grant purposes
101-149.000-715.100	BENEFITS - HEALTH INSURANCE	(23,000.00)	Reallocated to another fund - Grant purposes
101-149.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	(4,000.00)	Reallocated to another fund - Grant purposes
101-149.002-701.010	WAGES - CLASSIFIED, MANAGEMENT	(967.99)	Reallocated to another fund - Grant purposes

101-149.002-701.020	WAGES - CLASSIFIED, SUPPORT	(2,916.09)	Reallocated to another fund - Grant purposes
101-149.002-715.001	BENEFITS - FICA	(253.29)	Reallocated to another fund - Grant purposes
101-149.002-715.100	BENEFITS - HEALTH INSURANCE	(499.97)	Reallocated to another fund - Grant purposes
101-149.002-715.275	BENEFITS - LIFE INSURANCE	(35.40)	Reallocated to another fund - Grant purposes
101-149.002-715.500	BENEFITS - WORKERS COMP	(33.73)	Reallocated to another fund - Grant purposes
101-149.002-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	(221.31)	Reallocated to another fund - Grant purposes
101-172.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	12,500.00	Higher than anticipated
101-172.000-701.020	WAGES - CLASSIFIED, SUPPORT	1,000.00	Higher than anticipated
101-172.000-715.001	BENEFITS - FICA	1,400.00	Higher than anticipated
101-172.000-715.275	BENEFITS - LIFE INSURANCE	100.00	Reallocation of Budgeted expenses
101-172.000-715.500	BENEFITS - WORKERS COMP	(100.00)	Reallocation of Budgeted expenses
101-172.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	1,500.00	Higher than anticipated
101-172.000-801.151	SERVICES - LABOR RELATIONS	(320.00)	Reallocation of Budgeted expenses
101-172.000-801.163	BUILDING INSPECTOR LAWYER SERVICES	100.00	Reallocation of Budgeted expenses
101-172.000-801.166	ANIMAL SHELTER LAWYER SERVICES	220.00	Reallocation of Budgeted expenses
101-191.000-715.001	BENEFITS - FICA	3,000.00	Higher than anticipated
101-191.000-715.100	BENEFITS - HEALTH INSURANCE	5,000.00	More employees added to insurance than budgeted
101-191.000-801.050	SERVICES - CONSULTANTS	6,000.00	Prep for Cost Allocation not included in Budget
101-208.000-802.261	SERVICES - CONSTRUCTION	150.00	Higher than anticipated
101-208.000-802.262	CONSTRUCTION - DISPATCH	362.00	Higher than anticipated
101-208.000-803.261	SERVICES - EQUIPMENT	(324,500.00)	Expenses were recorded in 2023
101-208.000-999.201	TRANSFER TO ROAD COMMISSION FUND	200,000.00	Road department approved ARPA spending
101-215.000-701.020	WAGES - CLASSIFIED, SUPPORT	8,000.00	Higher than anticipated
101-215.000-701.070	WAGES - ELECTED OFFICIALS	100.00	Higher than anticipated
101-215.000-701.080	WAGES - OVERTIME	2,250.00	Higher than anticipated
101-215.000-715.100	BENEFITS - HEALTH INSURANCE	28,000.00	More employees on insurance than budgeted for
101-215.000-715.275	BENEFITS - LIFE INSURANCE	150.00	Higher than anticipated
101-253.000-701.020	WAGES - CLASSIFIED, SUPPORT	2,000.00	Reallocation of Budgeted Expenses
101-253.000-701.070	WAGES - ELECTED OFFICIALS	1,000.00	Reallocation of Budgeted Expenses
101-253.000-715.100	BENEFITS - HEALTH INSURANCE	(3,200.00)	Reallocation of Budgeted Expenses
101-253.000-715.275	BENEFITS - LIFE INSURANCE	200.00	Reallocation of Budgeted Expenses
101-257.000-701.020	WAGES - CLASSIFIED, SUPPORT	11,000.00	Higher than anticipated
101-257.000-701.097	WAGES - PAID TIME OUT	549.00	PTO not known during the budget process
101-257.000-715.001	BENEFITS - FICA	300.00	Higher than anticipated
101-257.000-715.275	BENEFITS - LIFE INSURANCE	100.00	Higher than anticipated
101-257.000-715.500	BENEFITS - WORKERS COMP	25.00	Higher than anticipated
101-257.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	600.00	Higher than anticipated
101-261.000-801.050	SERVICES - CONSULTANTS	2.00	Higher than anticipated
101-262.000-701.080	WAGES - OVERTIME	(1,906.59)	lower than anticipated overtime during elections
101-262.000-715.001	BENEFITS - FICA	105.00	overtime during elections
101-262.000-715.100	BENEFITS - HEALTH INSURANCE	460.00	overtime during elections
101-262.000-715.275	BENEFITS - LIFE INSURANCE	10.00	overtime during elections
101-262.000-715.500	BENEFITS - WORKERS COMP	3.00	overtime during elections
101-262.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	136.00	overtime during elections
101-262.000-726.001	SUPPLIES - OFFICE	40,000.00	Higher costs during a Presidential year - will be reimbursed for costs
101-262.000-850.910	OPERATING - TRAVEL	110.00	Higher costs during a Presidential year
101-265.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	1,000.00	Higher than anticipated
101-265.000-701.011	WAGES-CLASSIFIED-JANITORIAL	12,500.00	Higher than anticipated
101-265.000-701.012	WAGES-JANITORIAL MANAGEMENT	(12,500.00)	Employee on leave
101-265.000-715.001	BENEFITS - FICA	(2,000.00)	Employee on leave
101-265.000-715.100	BENEFITS - HEALTH INSURANCE	(15,500.00)	Employee on leave
101-265.000-715.275	BENEFITS - LIFE INSURANCE	300.00	Life insurance calculation was not know during the budget process
101-265.000-715.500	BENEFITS - WORKERS COMP	(4,000.00)	Employee on leave
101-265.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	(2,000.00)	Employee on leave
101-265.000-726.803	SUPPLIES - GROUNDS	200.00	Reallocation of budgeted expenses
101-265.000-726.804	SUPPLIES - JAIL MAINTENANCE	4,000.00	Reallocation of budgeted expenses
101-265.000-726.806	SUPPLIES-BM AIRPORT	2,000.00	Reallocation of budgeted expenses
101-265.000-726.807	SUPPLIES-BM ANIMAL SHELTER	10,000.00	Reallocation of budgeted expenses
101-265.000-726.815	SUPPLIES-BM SHERIFFS OFFICE	1,000.00	Reallocation of budgeted expenses
101-265.000-726.900	SUPPLIES - VEHICLE	2,000.00	Reallocation of budgeted expenses
101-265.000-801.809	SERVICES -LAWN MAINTENANCE	1,000.00	Reallocation of budgeted expenses
101-265.000-801.810	SERVICES - TRASH REMOVAL	2,000.00	Reallocation of budgeted expenses
101-267.000-701.020	WAGES - CLASSIFIED, SUPPORT	(40,000.00)	Higher budget than needed
101-267.000-701.070	WAGES - ELECTED OFFICIALS	5,000.00	Higher than expected
101-267.000-715.100	BENEFITS - HEALTH INSURANCE	(20,000.00)	Less employees took county insurance
101-267.000-715.275	BENEFITS - LIFE INSURANCE	200.00	Higher than expected

101-267.000-715.500	BENEFITS - WORKERS COMP	100.00	Higher than expected
101-267.000-801.050	SERVICES - CONSULTANTS	2,000.00	More consultants needed
101-267.000-850.001	OPERATING - POSTAGE	100.00	Higher than expected
101-267.001-701.020	WAGES - CLASSIFIED, SUPPORT	6,500.00	Higher than anticipated - reimbursed through grant
101-267.001-715.001	BENEFITS - FICA	550.00	Higher than anticipated - reimbursed through grant
101-267.001-715.275	BENEFITS - LIFE INSURANCE	40.00	Higher than anticipated - reimbursed through grant
101-267.001-715.500	BENEFITS - WORKERS COMP	20.00	Higher than anticipated - reimbursed through grant
101-267.002-701.020	WAGES - CLASSIFIED, SUPPORT	1,000.00	Higher than anticipated
101-267.002-715.275	BENEFITS - LIFE INSURANCE	50.00	Higher than anticipated
101-267.002-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	(6,000.00)	Employee not opted in to plan
101-268.000-701.070	WAGES - ELECTED OFFICIALS	1,000.00	Higher than anticipated
101-275.000-701.070	WAGES - ELECTED OFFICIALS	1,000.00	Higher than anticipated
101-275.000-715.275	BENEFITS - LIFE INSURANCE	75.00	Higher than anticipated
101-275.000-726.910	SUPPLIES - GASOLINE	400.00	Reallocated budget
101-275.000-850.910	OPERATING - TRAVEL	(400.00)	Reallocated budget
101-277.000-701.020	WAGES - CLASSIFIED, SUPPORT	500.00	Higher than anticipated
101-277.000-715.100	BENEFITS - HEALTH INSURANCE	400.00	Higher than anticipated
101-278.000-801.050	SERVICES - CONSULTANTS	2,700.00	Higher than anticipated - will be reimbursed in 2025
101-278.000-801.100	SERVICES - CONTRACTUAL	15,655.00	Higher than anticipated - will be reimbursed in 2025
101-299.000-955.990	OTHER - MISCELLANEOUS	(1,050.00)	Expense not needed
101-301.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	1,000.00	higher than anticipated
101-301.000-701.020	WAGES - CLASSIFIED, SUPPORT	(2,250.00)	Budgeted higher than needed
101-301.000-701.070	WAGES - ELECTED OFFICIALS	1,250.00	higher than anticipated
101-301.000-701.097	WAGES - PAID TIME OUT	500.00	PTO not known during the budget process
101-301.000-715.001	BENEFITS - FICA	3,000.00	higher than anticipated
101-301.000-715.275	BENEFITS - LIFE INSURANCE	300.00	higher than anticipated
101-301.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	(2,000.00)	New employee different retirement plan
101-301.000-715.825	BENEFITS - MERS, ADMINISTRATION	4,000.00	higher than anticipated
101-301.000-726.001	SUPPLIES - OFFICE	(20.00)	Reallocated budget
101-301.000-726.002	SUPPLIES - STATIONARY & FORMS	20.00	Reallocated budget
101-301.000-850.370	OPERATING - WIRELESS	2,500.00	higher than anticipated
101-301.000-850.910	OPERATING - TRAVEL	50.00	higher than anticipated
101-301.001-701.053	WAGES - UNION, COMMAND OFFICERS	11,000.00	Higher than anticipated
101-301.001-701.097	WAGES - PAID TIME OUT	2,215.00	PTO not known during budget process
101-301.001-715.100	BENEFITS - HEALTH INSURANCE	3,000.00	Higher than anticipated
101-301.001-715.270	BENEFITS - HSA EMPLOYER	500.00	Higher than anticipated
101-301.001-715.500	BENEFITS - WORKERS COMP	3,500.00	Higher than anticipated
101-301.001-715.822	BENEFITS - MERS, DEPUTIES	8,000.00	Higher than anticipated
101-333.000-701.080	WAGES - OVERTIME	2,000.00	Higher than anticipated
101-333.000-715.822	BENEFITS - MERS, DEPUTIES	2,000.00	Higher than anticipated
101-333.000-726.005	SUPPLIES - EQUIPMENT	9,600.00	In Car Video System - Emergency Purchase
101-351.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	1,000.00	Higher than anticipated
101-351.000-701.052	WAGES - UNION, JAIL OFFICERS & CLERKS	(25,000.00)	Not fully staffed yet
101-351.000-701.097	WAGES - PAID TIME OUT	7,462.25	PTO not known during budget process
101-351.000-701.099	WAGES - OTHER	1,000.00	Bonus Program
101-351.000-715.100	BENEFITS - HEALTH INSURANCE	(50,000.00)	Not fully staffed
101-351.000-715.275	BENEFITS - LIFE INSURANCE	1,000.00	Life insurance calculation not know during the budget process
101-351.000-726.705	SUPPLIES - INMATE STORES	8,000.00	Higher than anticipated
101-351.000-726.804	SUPPLIES - JAIL MAINTENANCE	2,000.00	Dishwasher repair
101-351.000-801.150	SERVICES - DRY CLEANING	1,000.00	Higher than anticipated
101-351.000-801.600	SERVICES - MEDICAL DOCTOR	50,000.00	Higher than anticipated
101-426.000-701.020	WAGES - CLASSIFIED, SUPPORT	(10,000.00)	Lower than anticipated
101-430.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	1,750.00	Higher than anticipated
101-430.000-701.020	WAGES - CLASSIFIED, SUPPORT	1,000.00	Higher than anticipated
101-430.000-715.001	BENEFITS - FICA	2,000.00	Higher than anticipated
101-430.000-715.275	BENEFITS - LIFE INSURANCE	100.00	Higher than anticipated
101-430.000-715.500	BENEFITS - WORKERS COMP	300.00	Higher than anticipated
101-430.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	(1,814.00)	Employee not opt in to retirement
101-430.000-726.910	SUPPLIES - GASOLINE	500.00	Higher gas prices
101-430.001-726.620	SUPPLIES - BEDDING TOYS ETC	1,000.00	Higher prices
101-430.001-850.800	OPERATING - UTILITIES	500.00	Higher than expected
101-648.000-801.623	SERVICES - AUTOPSIES	15,503.64	Increase was unknown during the budget process
101-675.000-955.999	OTHER - APPROPRIATION	2,182.00	Local Match Required for Area Agency on Aging of Western Michigan
101-751.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	1,000.00	Higher than anticipated
101-751.000-701.020	WAGES - CLASSIFIED, SUPPORT	3,500.00	Higher than anticipated
101-751.000-715.001	BENEFITS - FICA	1,000.00	Higher than anticipated

101-751.000-715.275	BENEFITS - LIFE INSURANCE	25.00	Higher than anticipated
101-751.000-726.802	SUPPLIES - GENERAL MAINTENANCE	400.00	Replacement of signs
101-751.000-801.900	SERVICES - VEHICLE MAINTENANCE	200.00	Tow John Deer to Hudson
101-751.000-850.820	OPERATING - RENT/LEASE	(3,200.00)	Everything other year expense
101-754.000-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	(2,400.00)	No grant this year
101-901.002-850.200	OPERATING - COPYING	(2,000.00)	Reallocation of budgeted expenses
101-901.002-850.205	OPERATING - COPYING (ADMIN)	1,000.00	Reallocation of budgeted expenses
101-901.002-850.210	OPERATING - COPYING (COA)	1,000.00	Reallocation of budgeted expenses

Total Expenditures	<u>1,388,933.70</u>
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Net to Fund Balance	<u>2,604.01</u>
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**4th Quarter Budget Amendments
2024 Budget
Ionia County**

Account	Department Description	Amount	Explanation
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GENERAL FUND DESIGNATED

Revenue

102-000.000-699.002	TRANSFER IN - COMMITTED PROJECTS	3,803,212.59	Committed Projects from General Fund
102-000.000-699.101	TRANSFER IN - GENERAL FUND	(2,425,000.00)	Move to correct line to committed fund balance

Total Revenue 1,378,212.59

Expenditures

102-301.001-726.005	SUPPLIES - EQUIPMENT	800.00	2 digital recorders
102-751.000-850.000	OPERATING EXPENSES	1,610.00	Repairs to Lawn Tractor - Reallocated budgeted item from Capital outlay
102-720.000-970.000-FLAG-CON	CAPITAL OUTLAY	(43,000.00)	Did not spend the donations yet
102-751.000-970.000	CAPITAL OUTLAY	(1,610.00)	Reallocated to operating expenses

Total Expenditures (42,200.00)

Net to Fund Balance 1,420,412.59

FRIEND OF COURT FUND

Revenue

215-000.000-664.001	INVESTMENT INTEREST	1,000.00	Higher than anticipated
215-141.000-600.102	FAMILY COUNSELING	300.00	Higher than anticipated
215-141.000-600.104	IV-D JUDGEMENT FEE SUPPORT MODIFICAT	300.00	Higher than anticipated

Total Revenue 1,600.00

Expenditures

215-141.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	6,000.00	Higher than anticipated
215-141.000-701.097	WAGES - PAID TIME OUT	1,965.60	PTO not known during the budget process
215-141.000-715.270	BENEFITS - HSA EMPLOYER	8,300.00	HSA amount not know during the budget process
215-141.000-715.275	BENEFITS - LIFE INSURANCE	5,750.00	Life insurance calculation not know during budget process
215-141.000-715.500	BENEFITS - WORKERS COMP	400.00	Higher than anticipated
215-141.000-850.199	OPERATING - MEMBERSHIPS	500.00	Renewal of State Bar Dues

Total Expenditures 22,915.60

Net to Fund Balance (21,315.60)

RESOURCE RECOVERY FUND

Revenue

225-000.000-664.001	INVESTMENT INTEREST	12,000.00	Higher than anticipated
225-621.000-600.211	LANDFILL IMPACT FEE	27,000.00	Pitsch Over Limit
225-621.001-539.000	STATE GRANTS	8,500.00	Grant received for recycling

Total Revenue 47,500.00

Expenditures

225-000.000-960.000	INDIRECT COST ALLOCATION	3.00	Higher than anticipated
225-621.000-801.100	SERVICES - CONTRACTUAL	2,000.00	Hydro Project - Webber Dam
225-621.000-801.500	SERVICES - ATTORNEY	13,000.00	Higher than anticipated
225-621.001-801.100	SERVICES - CONTRACTUAL	50,000.00	Increased House hold hazardous waste collection & Recycled electronics
225-621.002-801.100	SERVICES - CONTRACTUAL	12,800.00	Increase Resource Recovery Services

Total Expenditures 77,803.00

Net to Fund Balance (30,303.00)

BROWNFIELD REDEVELOPMENT AUTHORITY FUND

Revenue

243-000.000-664.001	INVESTMENT INTEREST	150.00	Higher than anticipated
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Total Revenue 150.00

Net to Fund Balance 150.00

BUILDING INSPECTION FUND

Revenue

249-000.000-664.001	INVESTMENT INTEREST	4,000.00	Higher than expected
249-371.000-450.751	BUILDING CODE PERMITS	85,000.00	More permits

Total Revenue 89,000.00

Expenditures

249-371.000-801.100	SERVICES - CONTRACTUAL	28,000.00	Higher revenues will equate to higher contractual
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Total Expenditures 28,000.00

Net to Fund Balance 61,000.00

AUTOMATION FUND

Revenue

256-000.000-664.001	INVESTMENT INTEREST	1,400.00	Higher than expected
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Total Revenue 1,400.00

Expenditures

256-268.000-801.430	SERVICES - SOFTWARE SUPPORT	18,201.00	Software update not budgeted for
256-268.000-999.101	TRANSFER TO GENERAL FUND	(20,000.00)	Expense not allowed in this fund

Total Expenditures (1,799.00)

Net to Fund Balance 3,199.00

DISASTER CONTINGENCY FUND

Revenue

258-426.403-501.403	Federal Grant - Pre Disaster Mitigation	4,025.00	Recognize grant review we will receive
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Expenditures

258-426.403-801.050	SERVICES - CONSULTANTS	4,025.00	Grant expenses
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Net to Fund Balance 0.00

COUNTY SPECIAL PROJECTS

Revenue

259-000.000-664.001	INVESTMENT INTEREST	8,000.00	Higher than anticipated
259-301.001-671.300	CONTRIBUTIONS & DONATIONS	1,100.00	Higher than anticipated
259-301.003-671.300	CONTRIBUTIONS & DONATIONS	3,300.00	Higher than anticipated
259-301.003-671.400	REIMBURSEMENTS	850.00	Higher than anticipated
259-301.005-671.300	CONTRIBUTIONS & DONATIONS	600.00	Higher than anticipated
259-751.000-671.300	CONTRIBUTIONS & DONATIONS	3,500.00	Higher than anticipated
259-751.000-695.001	INSURANCE RECOVERIES	17,100.00	Insurance recovery from totaled tractor

Total Revenue 34,450.00

Expenditures

259-301.001-726.005	SUPPLIES - EQUIPMENT	1,000.00	Higher than anticipated
259-751.000-726.802	SUPPLIES - GENERAL MAINTENANCE	700.00	Higher than anticipated
259-751.000-970.000	CAPITAL OUTLAY	36,360.00	Purchase new tractor

Total Expenditures 38,060.00

Net to Fund Balance (3,610.00)

MICHIGAN INDIGENT DEFENSE FUND

Revenue

260-138.000-671.400	REIMBURSEMENTS	2.00	Higher than expected
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Expenditures

260-138.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	15,250.00	Reallocation of Budgeted expenses
260-138.000-701.020	WAGES - CLASSIFIED, SUPPORT	(23,900.00)	Reallocation of Budgeted expenses
260-138.000-701.097	WAGES - PAID TIME OUT	8,475.00	PTO was not know during budget process
260-138.000-715.500	BENEFITS - WORKERS COMP	140.00	Higher than expected
260-138.000-801.520	SERVICES - TRANSLATORS/INTERPRETERS	300.00	Higher than expected
260-138.000-801.902	SERVICES - CONFLICT ASSIGNMENTS	40,000.00	Higher than expected
260-138.000-850.001	OPERATING - POSTAGE	1,075.00	Higher than expected
260-138.000-850.153	OPERATING - TRAINING	2,000.00	Higher than expected
260-138.000-850.199	OPERATING - MEMBERSHIPS	1,000.00	Higher than expected
260-138.000-850.910	OPERATING - TRAVEL	5,000.00	Higher than expected
260-138.000-850.990	OPERATING - MISCELLANEOUS	15,000.00	Higher than expected

Total Expenditures 64,340.00

Net to Fund Balance (64,338.00)

CENTRAL DISPATCH FUND

Revenue

261-000.000-664.001	INVESTMENT INTEREST	3,000.00	Higher than expected
261-325.001-539.310	E-911 WIRELESS SURCHARGE, TRAINING	1,250.00	Higher than expected

Total Revenue	4,250.00
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Expenditures

261-325.000-701.010	WAGES - CLASSIFIED, MANAGEMENT	65,100.00	higher than expected
261-325.000-701.054	WAGES - UNION, DISPATCHERS	(113,000.00)	Reallocate expenses due to vacant positions
261-325.000-701.079	WAGES - LONGEVITY	25.00	higher than expected
261-325.000-701.080	WAGES - OVERTIME	31,000.00	Caused by positioned not filled
261-325.000-701.097	WAGES - PAID TIME OUT	16,800.00	PTO not known during budget process
261-325.000-715.270	BENEFITS - HSA EMPLOYER	200.00	HSA not known during budget process
261-325.000-715.275	BENEFITS - LIFE INSURANCE	1,750.00	higher than expected
261-325.000-715.500	BENEFITS - WORKERS COMP	400.00	higher than expected
261-325.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	1,250.00	Higher than expected
261-325.000-715.825	BENEFITS - MERS, ADMINISTRATION	215.00	Item not budgeted
261-325.000-726.001	SUPPLIES - OFFICE	500.00	Reallocated expenses
261-325.000-801.050	SERVICES - CONSULTANTS	100.00	increase of Annual EAP billing
261-325.000-850.005	OPERATING - EQUIPMENT LEASE	3,500.00	Higher than expected
261-325.000-955.990	OTHER - MISCELLANEOUS	10,074.00	Correct Budget Amendment
261-325.001-955.990	OTHER - MISCELLANEOUS	(10,000.00)	Reallocated expenses
261-325.000-970.000	CAPITAL OUTLAY	5,000.00	Finishing project

Total Expenditures	12,914.00
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Net to Fund Balance	(8,664.00)
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COMMUNITY CORRECTIONS FUND

Revenue

262-352.100-539.000	STATE GRANTS	5,000.00	Higher grant revenue
262-352.102-539.000	STATE GRANTS	11,060.00	Higher grant revenue

Total Revenue	16,060.00
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Expenditures

262-352.108-801.100	SERVICES - CONTRACTUAL	6,000.00	Increase expenses due because of higher grant revenue
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Total Expenditures	6,000.00
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Net to Fund Balance	10,060.00
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CONCEALED PISTOL

Revenue

263-215.000-450.752	PISTOL PERMITS	6,000.00	Higher than expected
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Expenditures

263-215.000-701.020	WAGES - CLASSIFIED, SUPPORT	3,750.00	Higher than expected
263-215.000-715.001	BENEFITS - FICA	250.00	Higher than expected
263-215.000-715.500	BENEFITS - WORKERS COMP	15.00	Higher than expected

Total Expenditures	4,015.00
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Net to Fund Balance	1,985.00
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CORRECTIONS TRAINING FUND

Revenue

264-000.000-664.001	INVESTMENT INTEREST	25.00	Higher than expected
264-351.000-600.205	BOOKING FEE	3,000.00	Higher than expected

Total Revenue	3,025.00
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264-351.000-850.153	OPERATING - TRAINING	250.00	Higher than expected
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Total Expenditures	250.00
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Net to Fund Balance	2,775.00
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SOBRIETY/DRUG COURT FUND

Revenue

266-131.150-600.200	DRUG COURT FEES	5,000.00	Higher than expected
266-131.225-539.000	STATE GRANTS	50,000.00	Higher than expected
266-131.225-671.300	CONTRIBUTIONS & DONATIONS	4,100.00	Drug Reimbursement
266-131.250-501.000	FEDERAL GRANTS	(110,000.00)	Did not receive grant
266-131.350-539.000	STATE GRANTS	10,000.00	Higher than expected
266-136.010-600.101	PROBATION OVERSIGHT FEE	350.00	Higher than expected

266-136.100-600.266	FEES	6,000.00	Higher than expected
266-136.150-600.266	FEES	1,500.00	Higher than expected

Total Revenue (33,050.00)

Expenditures

266-131.150-801.202	FEES - OTHER	2,000.00	Higher then expected
266-131.225-801.100	SERVICES - CONTRACTUAL	10,000.00	Higher than expected
266-131.250-701.020	WAGES - CLASSIFIED, SUPPORT	5,500.00	Higher than expected
266-131.250-715.275	BENEFITS - LIFE INSURANCE	100.00	Higher than expected
266-131.250-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	350.00	Higher then expected
266-136.010-726.000	SUPPLIES	500.00	Higher than expected
266-136.100-726.912	SUPPLIES - INCENTIVES	200.00	Higher than expected
266-136.100-726.913	SUPPLIES - GRAD SUPPLIES	100.00	Higher than expected
266-136.100-801.010	SERVICES - COUNSELING	4,000.00	Higher than expected
266-136.100-801.907	SERVICES - CONTRACTUAL DEFENSE	1,000.00	Higher than expected
266-136.150-726.912	SUPPLIES - INCENTIVES	1,000.00	Higher than expected
266-136.150-850.910	OPERATING - TRAVEL	2,500.00	Higher than expected
266-136.250-801.906	SERVICES- CONTRACTUAL TESTING	6,000.00	Higher than expected

Total Expenditures 33,250.00

Net to Fund Balance (66,300.00)

CDBG HOUSING GRANT FUND

Expenditures

274-700.001-801.052	SERVICES - ADMINISTRATIVE	29.00	Higher than anticipated
274-700.001-801.100	SERVICES - CONTRACTUAL	10,000.00	received monies in 2023, spending in 2024

Total Expenditures 10,029.00

Net to Fund Balance (10,029.00)

OCYS BASIC GRANT FUND

Expenditures

276-149.000-701.020	WAGES - CLASSIFIED, SUPPORT	3,715.45	Costs will be reimbursed through Grant
276-149.000-715.001	BENEFITS - FICA	284.72	Costs will be reimbursed through Grant
276-149.000-715.100	BENEFITS - HEALTH INSURANCE	518.84	Costs will be reimbursed through Grant
276-149.000-715.500	BENEFITS - WORKERS COMP	51.83	Costs will be reimbursed through Grant
276-149.000-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	273.16	Costs will be reimbursed through Grant
276-662.000-801.100	SERVICES - CONTRACTUAL	5,000.00	Costs will be reimbursed through Grant
276-662.000-850.153	OPERATING - TRAINING	175.00	Costs will be reimbursed through Grant

Total Expenditures 10,019.00

Net to Fund Balance (10,019.00)

OPIOID SETTLEMENT FUND

Revenue

284-000.000-664.001	INVESTMENT INTEREST	10,000.00	Higher than anticipated
284-000.000-688.001	OPIOIDS SPECIAL REVENUE	34,000.00	Higher than anticipated

Total Revenue 44,000.00

Net to Fund Balance 44,000.00

CHILD CARE FUND

Revenue

292-000.000-664.001	INVESTMENT INTEREST	400.00	Higher than anticipated
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Expenditures

292-662.001-701.000	WAGES	4,500.00	Reallocation of wages for new allocation of Grant
292-662.001-701.020	WAGES - CLASSIFIED, SUPPORT	75,000.00	Reallocation of wages for new allocation of Grant
292-662.001-701.097	WAGES - PAID TIME OUT	17,735.76	Wages paid out
292-662.001-715.001	BENEFITS - FICA	7,500.00	Reallocation of wages for new allocation of Grant
292-662.001-715.100	BENEFITS - HEALTH INSURANCE	13,750.00	Reallocation of wages for new allocation of Grant
292-662.001-715.275	BENEFITS - LIFE INSURANCE	100.00	Reallocation of wages for new allocation of Grant
292-662.001-715.801	BENEFITS - RETIREMENT, COUNTY PLAN	6,500.00	Reallocation of wages for new allocation of Grant
292-662.001-850.000	NON-SCHEDULED PAYMENTS	4,000.00	Higher than anticipated
292-662.004-801.100	SERVICES - CONTRACTUAL	(16,160.00)	Lower than anticipated

Total Expenditures 112,925.76

Net to Fund Balance (112,525.76)

SOLDIERS & SAILORS RELIEF FUND

Revenue

293-000.000-671.300	CONTRIBUTIONS & DONATIONS	1,500.00	Higher than anticipated
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Expenditures

293-681.002-955.990	OTHER - MISCELLANEOUS	1,000.00	Higher than anticipated
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Net to Fund Balance	500.00
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COURTS SECURITY FUND

Revenue

296-000.000-664.001	INVESTMENT INTEREST	3,000.00	Higher than anticipated
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Expenditures

296-137.002-701.053	WAGES - UNION, COMMAND OFFICERS	(1,600.00)	Reallocation of budgeted expenses
296-137.002-701.080	WAGES - OVERTIME	600.00	Reallocation of budgeted expenses
296-137.002-726.150	SUPPLIES - UNIFORMS	1,000.00	Reallocation of budgeted expenses

Total Expenditures	0.00
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Net to Fund Balance	3,000.00
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JOHNSON ROAD IMPROVEMENT FUND

Revenue

496-449.000-664.001	INVESTMENT INTEREST	575.00	Revenues not know during budget process
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Total Revenue	575.00
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Net to Fund Balance	575.00
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PRINCIPLE RESIDENCE DENIAL INTEREST FUND

Revenue

520-000.000-664.001	INVESTMENT INTEREST	120.00	Revenue not known during budget process
520-000.108-664.001	INTEREST - PD BY OTHERS	1,400.00	Revenue not known during budget process

Total Revenue	1,520.00
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Net to Fund Balance	1,520.00
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LAND BANK AUTHORITY FUND

Revenue

522-000.000-401.001	PROPERTY TAX - LAND BANK	50.00	Higher than anticipated
522-000.000-539.000	STATE GRANTS	60,000.00	Round 2 - Final Draw BLIGHT Elimination Program
522-000.000-664.001	INVESTMENT INTEREST	400.00	Higher than anticipated

Total Revenue	60,450.00
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Expenditures

522-000.000-700.000	EXPENDITURE CONTROL	60,000.00	Budget not known during budget process
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Net to Fund Balance	450.00
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AIRPORT FUND

Revenue

581-000.000-664.001	INVESTMENT INTEREST	100.00	Higher than anticipated
581-500.000-664.553	AIRPORT "T" HANGAR RENT	11,000.00	Higher than anticipated
581-500.000-671.400	REIMBURSEMENTS	100.00	MDOT Grant Closed from 2019
581-500.001-671.400	REIMBURSEMENTS	100.00	MDOT Grant Closed from 2019

Total Revenue	11,300.00
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Expenditures

581-500.000-726.800	SUPPLIES - BUILDING MAINTENANCE	10,000.00	Septic Tank work
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Net to Fund Balance	1,300.00
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DRAIN EQUIP. REVOLVING FUND

Revenue

639-000.000-400.000	REVENUE CONTROL	38,000.00	Cost not known during budget process
639-000.000-664.001	INVESTMENT INTEREST	750.00	Cost not known during budget process

Total Revenue	38,750.00
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Expenditures

639-000.000-700.000	EXPENDITURE CONTROL	35,000.00	Cost not known during budget process
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Net to Fund Balance	<u>3,750.00</u>
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GREENVIEW POINT MAINTENANCE FUND

Revenue

722-751.020-671.300	CONTRIBUTIONS & DONATIONS	40,000.00	Contributions from Greenview Point Fund
722-000.000-671.400	REIMBURSEMENTS	20,000.00	Reimbursement for the Dock

Total Revenue	<u>60,000.00</u>
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Expenditures

722-751.020-726.000	SUPPLIES	200.00	No Budget
722-751.020-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	58,025.00	Dock replacement & Drive work
722-751.020-850.800	OPERATING - UTILITIES	500.00	No budget

Total Expenditures	<u>58,725.00</u>
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Net to Fund Balance	<u>1,275.00</u>
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MID WEST MICHIGAN TRAIL AUTHORITY

Revenue

724-000.000-687.000	REFUNDS/REBATES	500.00	Higher than anticipated
724-755.000-671.300	CONTRIBUTIONS & DONATIONS	10,000.00	Higher than anticipated
724-755.000-671.400	REIMBURSEMENTS	50,000.00	Higher than anticipated

Total Revenue	<u>60,500.00</u>
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Expenditures

724-755.000-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	162,000.00	More Contributions, more expenses
724-755.000-955.000	OTHER EXPENSES	500.00	More Contributions, more expenses
724-755.100-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	5,280.00	More Contributions, more expenses

Total Expenditures	<u>167,780.00</u>
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Net to Fund Balance	<u>(107,280.00)</u>
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IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION
Authorize Signature for FY 2025 Sobriety Court Grant

CONTACT:

Kim Clark, Court Administrator

DESCRIPTION:

64A District Court Sobriety Court Program was awarded \$51,000 for fiscal year 2025 under the Michigan Drug Court Grant Program (MDCGP) through the State Court Administrative Office.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

64A District Court Sobriety Program/64A District Court Probation Office.

FINANCIAL ANALYSIS:

\$51,0000

DEADLINE:

Immediately.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request for contract approval between 64A District Court and the State Court Administrative Office for the fiscal year 2025 Michigan Drug Court Grant.

**Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2025 Agreement**

Grantee Name: 64A District Court — DWI Sobriety Court
Unique Identifier: U10016
Federal ID Number: 38-6004857
Contract Number: 36342
Grant Amount: \$51,000

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

- 1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.
- 1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

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

- 1.03 The term “Employee Benefits” means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.
- 1.04 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Agreement and includes any increases or reductions under Section 17.
- 1.05 The term “Grantee” as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.
- 1.06 The term “Grantee’s agents” as used in this Agreement includes the Grantee’s agents, subcontractors, vendors, and subrecipients.
- 1.07 The term “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.
- 1.08 The term “Parties” includes the SCAO, Grantee, and all of their employees.
- 1.09 The term “Pre-existing Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.
- 1.10 The terms “Program Expenses” and “Expenses” mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the “allowable expense” list and in the program budget. This term also includes Travel Expenses as defined below.
- 1.11 The term “Services” refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.
- 1.12 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.
- 1.13 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.14 The term “WebGrants” refers to the web-based grant management system used by SCAO.

1.15 The term “Work Product” refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 64A District Court — DWI Sobriety Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to \$51,000 for the Grantee’s expenses under this Agreement.

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

4. PERIOD OF AGREEMENT

4.01 This Agreement covers Services rendered during the grant period beginning on October 1, 2024, and ending on September 30, 2025, at 11:59 p.m. (“Agreement Period”), unless the parties agree in a signed writing to an amendment in accordance with Section 26.

4.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

5. TERMS

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

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

6. RELATIONSHIP AND DUTIES

6.01 No employer/employee relationship exists between the Parties. Further, no employee or

subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

- 6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.
- 6.03 The Grantee is responsible for payment of all taxes arising out of the Grantee's Services in accordance with this Agreement.
- 6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.
- 6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.
- 6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

- 7.01 This is a reimbursement-based grant.
- 7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.
- 7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list, reasonable and necessary (as determined solely by the SCAO), and in the approved budget.
- 7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds

under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

- 7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and as otherwise required under this Agreement.
- 7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.
- 7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.
- 7.08 All Expense reimbursement is subject to the SCAO's approval.
- 7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. RELIGIOUS PROGRAMMING

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

9. ASSIGNMENT

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

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

- 10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.
- 10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.
- 10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.
- 10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

- 11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.
- 11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:
 - A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
 - D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.
- 11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business

days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

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

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

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

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

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions before entering into this Agreement. Further, the Grantee warrants that its performance under

this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

- 12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

13. INSURANCE

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

14. LIABILITY

- 14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.
- 14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.
- 14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.
- 14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

- 15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.
- 15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.
- 15.03 The Grantee must maintain an accounting system with grant financial records that are kept

separately from the Grantee's other financial records.

- 15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.
- 15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.
- 15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

- 16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.
- 16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

- 17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 17.05 below.

- 17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.
- 17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Agreement Period that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.
- 17.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:
- A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
 - B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
 - C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.
 - D. For communications other than those made through WebGrants and as mentioned in

Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

- 17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.
- 17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.
- 17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

- 18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:
- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
 - B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
 - C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
 - D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.
 - E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.
 - F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
 - G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

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

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

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

22. DEBT TO STATE OF MICHIGAN

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

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

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

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

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

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Agreement only in writing signed by both parties.

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

27. DELIVERY OF NOTICE

27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

27.02 The Grantee's contact person is:
Amber Richardson

64A District Court
100 W. Main St.
Ionia, MI 48846
arichardson@ioniacounty.org

27.03 The SCAO's contacts are:

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

and

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

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

- A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.
- B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.
- D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The

“Authorizing Official” is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee’s Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

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

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IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION
Authorize Signature for FY 2025 Sobriety Court Grant

CONTACT:

Kim Clark, Court Administrator

DESCRIPTION:

64A District Court Sobriety Court Program was awarded \$37,000 for fiscal year 2025 under the Office of Highway Safety Planning Grant through the State Court Administrative Office.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

64A District Court Sobriety Program/64A District Court Probation Office.

FINANCIAL ANALYSIS:

\$37,0000

DEADLINE:

Immediately.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request for contract approval between 64A District Court and the State Court Administrative Office for the fiscal year 2025 OHSP Grant.

**STATE COURT ADMINISTRATIVE OFFICE
OFFICE OF HIGHWAY SAFETY PLANNING GRANT**

**Subcontract Agreement
Between**

SCAO

Federal I.D. Number: 38-6000134

and

GRANTEE: 64A District Court - DWI Sobriety Court

Federal I.D. Number: 38-6004857

Contract Number: 37607

Grant Amount: \$37,000

SCAO Unique Identifier: U10016

Project Title: SCAO OHSP Grant Program

**Assistance Listing Number Title: Alcohol Traffic Safety and Drunk Driving Prevention
Incentive Grant**

Assistance Listing Number: 20.616

Unique Entity Identifier (UEI): VVZDLA7H4EC5

**Federal Agency Name: U.S. Department of Transportation, National Highway Traffic
Safety Administration (NHTSA)**

Federal Grant Administered by: Michigan Office of Highway Safety Planning ("OHSP")

Federal Grant Award Number: 2025-ID-05-IG

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

- 1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.
- 1.02 The term "OHSP" refers to the Office of Highway Safety Planning, which is the subject of this Agreement.
- 1.03 The term "Confidential Information" means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the

Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

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

- 1.04 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.
- 1.05 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes any increases or reductions under Section 24.
- 1.06 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.
- 1.07 The term "Liabilities" means all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.
- 1.09 The term "Parties" includes the SCAO, Grantee, and all of their employees.
- 1.10 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing

copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.

- 1.11 The term “Program Expenses” means all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains, or utilizes for the Grantee’s performance under this Agreement. This term includes allowable program costs as articulated in WebGrants. This term also includes Travel Expenses as defined below.
- 1.12 The term “Program Income” means gross income earned by the Grantee during the Agreement period as a direct result of the grant project’s Services, including, but not limited to, proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds.
- 1.13 The term “Services” refers to the goods, services, activities, projects and initiatives that the Grantee agrees to provide to the SCAO under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.
- 1.14 The term “Taxes” refers to all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.
- 1.15 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.
- 1.16 The term “WebGrants” refers to the web-based grant management system used by the SCAO.
- 1.17 The term “Work Product” refers to reports, programs, manuals, tapes and videos including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Grantee under this Agreement and amendments thereto.

2. PERIOD OF AGREEMENT

2.01 This Agreement covers Services rendered during the grant period beginning on October 1, 2024, and ending on September 30, 2025, at 11:59 p.m. (“Agreement Period”), unless the parties agree in a signed writing to an amendment in accordance with Section 34.

2.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

3. GRANT AMOUNT CONTINGENCIES

The SCAO agrees to provide reimbursement-based funding in an amount not to exceed the Grant Amount, conditioned upon the SCAO’s actual receipt of the award. If the Grant Amount is reduced or eliminated, or if the SCAO does not receive sufficient funding, the SCAO has no obligation to the Grantee to fulfill the terms of this Agreement, and the Grantee has no recourse therefrom. In no event does this Agreement create for the Grantee’s benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RISK EVALUATION REQUIREMENT

The SCAO is responsible to evaluate risk of Grantee’s noncompliance with federal statutes, regulations, and terms, 2 CFR 200.332. Additional reporting requirements to mitigate noncompliance may be required by Grantee based on the court’s risk level, and the SCAO will notify the Grantee if additional reporting requirements are needed.

5. RELATIONSHIP

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

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

5.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee’s Services in accordance with this Agreement.

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

6. SYSTEM FOR AWARD MANAGEMENT

The Grantee (and all subrecipients and contractors) must register or update in the System for Award Management (SAM) annually to be eligible for federal and state grants administered by the SCAO.

7. CHANGE IN GRANTEE CONTACT

The Grantee must submit an Agreement amendment through WebGrants notifying the SCAO of any changes in project directors, program judge, agency contacts, financial officers, or Authorizing Officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

8. SCOPE OF SERVICES

The Grantee shall use its best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services. Commitment of the state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements shall remain the sole responsibility of the SCAO.

9. STATEMENT OF WORK

The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. RIGHTS TO WORK PRODUCT

- 10.01 All written or visual Work Product created solely by the SCAO is exclusively owned by SCAO and is subject to copyright or patent only by the SCAO.
- 10.02 All written or visual Work Product produced under this Agreement with funds provided by the grant from SCAO shall belong to and will be owned by SCAO and SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.
- 10.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product that is not Confidential or Proprietary Information as defined in this Agreement

if the Work Product enters the public domain. However, the Grantee shall not publish or distribute any Work Product without the prior written permission of the SCAO.

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

11. WRITTEN DISCLOSURE

- 11.01 The Grantee shall promptly disclose in writing to the SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.
- 11.02 The Grantee warrants that, during the time period that this Agreement is effective, there are no such Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.
- 11.03 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

12. INSURANCE

Grantee is self-insured/has procured insurance in an amount sufficient to cover all claims related to the Grantee's Service and as required by law.

13. PERFORMANCE MEASUREMENT DATA AND REPORTING REQUIREMENTS

- 13.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements with the OHSP.
- 13.02 Further, for each participant who is screened or accepted into the OHSP program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System (DCCMIS). When any required report is 30 calendar days past due, a delinquency notice will be

sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement.

- 13.03 When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 38 of this Agreement.

14. PAYMENT PROCESSING

- 14.01 The Grantee must submit all payment requests along with all required reports, records, and source documentation. Payment requests must be timely submitted to ensure that the SCAO can request reimbursement from OHSP within the required reimbursement period. If required support for payment is provided, the Grantee will be paid within 30 calendar days after submission. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposit. To register, go to the Department of Technology, Management, and Budget's website.
- 14.02 The Grantee shall make reasonable efforts to bill and collect first- and third-party fees, where applicable, and report them as outlined above in Section 13 (Performance Measurement Data and Reporting Requirements). The Grantee will not be reimbursed for any items for which Grantee fails to bill and/or fails to attempt to collect.
- 14.03 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement.
- 14.04 Only program Services and program Expenses detailed in the approved budget incurred during the grant period are eligible for reimbursement. Program Expenses incurred that are not detailed in the approved budget or are incurred outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.
- 14.05 Any Program Income received shall be used exclusively to further traffic safety project activities. Program Income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects.
- 14.06 Reimbursement for Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.
- 14.07 Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will also result in nonreimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

- 14.08 Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the SCAO or treated in accordance with instructions provided by the OHSP.
- 14.09 To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the Grantee's annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the federal award's terms and conditions, and have been incurred by the Grantee's program or court. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).
- 14.10 The Grantee is aware that this is a reimbursement-based grant.
- 14.11 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.
- 14.12 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list, reasonable and necessary (as determined solely by the SCAO), and in the approved budget.
- 14.13 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, state or federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

- 14.14 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and Section 13 of this Agreement.

15. EMPLOYEE TIME CERTIFICATION

- 15.01 All Agreement-funded employees will timely complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants.
- 15.02 The Grantee shall notify the SCAO immediately as set forth in Section 7 of this Agreement when a grant-funded employee (including employees of subrecipients):
- becomes disabled or deceased while assigned to a grant-funded position,
 - is removed or reassigned from a grant-funded position; and/or,
 - is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 calendar days by another employee)

16. AUTHORIZED ACCESS

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized by law. The SCAO and/or the OHSP and/or an outside team hired by either, may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, (including subrecipients), if requested. The Grantee shall work cooperatively with the monitoring, audit and/or evaluation team to permit full review of the program. 2 CFR 200.332(a)(5) requires that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR 200.332, and the Grantee agrees to require its subrecipients to abide by these regulations.

17. CONFIDENTIAL INFORMATION

- 17.01 To ensure the Grantee effectively performs the Services, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days in accordance with the notice provisions in Section 38 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

17.02 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

18. MEDICAL INFORMATION

The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, both the SCAO and the Grantee shall assure that medical services to, and information contained in the medical records of, persons served under this Agreement or other such recorded information required to be kept confidential as required by law, in connection with the Services provided under this Agreement, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may otherwise be required by law. Such information may be disclosed in summary, statistical, or other form if the disclosure does not directly or indirectly identify particular individuals. This section survives termination or expiration of this Agreement.

19. HUMAN SUBJECTS

The Grantee agrees that prior to the initiation of research, the Grantee will submit to the SCAO's Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the SCAO or in programs which receive funding from or through the State of Michigan, to a federally assured IRB, as well as to SCAO, for review and approval.

20. AUDITS

The Grantee must comply with the following requirements:

A. Single Audit

The Grantee that expends \$1,000,000 or more in federal awards during their fiscal year must submit a Single Audit prepared in accordance with the Single Audit Act as amended, 31 USC Section 7501 *et seq.*, the audit requirements found in 2 CFR 200.501, and the Uniform Administrative Requirements in 2 CFR Part 200. Grantee must also timely submit a Corrective Action Plan for any audit findings that impact SCAO-funded programs and a management letter with a response if applicable.

B. Audited Financial Statements

Grantees that expend less than \$1,000,000 in federal awards during their fiscal year must submit audited financial statements to the SCAO within nine months after the end of the Grantee's fiscal year.

C. Due Date and Submission Information

The required audit and any other required submissions must be timely submitted to the required federal and state agencies. Unless the audit submission has been uploaded to the Michigan Department of Treasury website, the submissions must also be submitted to the SCAO within nine months after the end of the Grantee's fiscal year to:

Michigan Supreme Court Finance Department
925 W. Ottawa Street.
Lansing, Michigan 48909-0634

D. Penalty

i. Delinquent Single Audit or Financial Statement Audit

If the Grantee does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the audited financial statement and management letter (if issued) with a response within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the SCAO may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the SCAO. The SCAO may retain the amount withheld if the Grantee is more than 120 calendar days delinquent in meeting the filing requirements, and may terminate this Agreement if the Grantee is more than 20 calendar days delinquent, if an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter

Failure to submit the Audit Status Notification Letter when required may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

E. Other Audits

The SCAO or federal agencies may also conduct or arrange for “agreed upon procedures” or additional audits to meet their needs.

F. Other Requirements

To the extent that additional requirements are adopted by law during the terms of this Agreement that impact the Agreement’s terms, the Grantee agrees to abide by them.

21. SUBRECIPIENT MONITORING

- 21.01 The Grantee is solely responsible for monitoring its subrecipients and will submit copies of all executed subcontracts from subrecipients through WebGrants within 60 calendar days of the execution of this Agreement. Subcontracts should cover all personnel contained in the “contractual” line item within the grant budget. Each listed agency shall have its own subcontract signed by the Grantee and an employee of the subrecipient agency that is authorized to enter into legally binding contracts for the entity receiving funds. Failure to submit these documents to the SCAO within 60 calendar days may result in withholding future payment or other penalties, as determined by the SCAO.
- 21.02 Before any Services are rendered by subrecipients, the Grantee must obtain a written subcontract executed by all affected Parties.
- 21.03 The Grantee’s subcontracts with subrecipients shall require the subrecipients to comply with all applicable terms of this Agreement, including all OHSP Grant Management Requirements (Attachment 2) incorporated into this Agreement. The Grantee shall provide all subcontractors with a copy of this Agreement and a copy of OHSP Grant Management Requirements (Attachment 2).
- 21.04 In the event of a conflict between provisions in this Agreement and subrecipients’ subcontract provisions, this Agreement shall prevail, and this term shall be included by the Grantee in all subrecipient subcontracts. A conflict between this Agreement and the subrecipient’s subcontract, however, shall not be deemed to exist where the subcontract requires the subrecipient to perform Services in less time than this Agreement affords the Grantee. The Grantee is solely responsible to the SCAO for any and all subcontracted Services and for any breaches caused by subrecipients.

- 21.05 Expenses must be reasonable and necessary. If detailed Expense information is not included as part of the application process, the Grantee must submit a request seeking approval once sufficient detail has been supplied.

22. SOFTWARE COMPLIANCE

The Grantee must ensure software compliance and compatibility with the SCAO's data system for Services provided including, but not limited to: stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Grantee's business operations for processing date/time data.

23. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO that of the investigation or charge in accordance with the notice provisions in Section 38 of this Agreement.

24. INCREASES AND REDUCTIONS IN GRANT AMOUNT

- 24.01 When Grantee cannot spend some or all allocated grant funds, the funds should be reallocated to other courts who can spend them. This ensures that the courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Amount expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 24.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 24.05 below.
- 24.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 24.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.
- 24.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Agreement Period that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the

additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

- 24.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:
- A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
 - B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
 - C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.
 - D. For communications other than those made through WebGrants and as mentioned in Subsection 24.05(B), all notices will be sent as provided in Section 38 of this Agreement.
- 24.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 24.05(C) will be followed.
- 24.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

24.08 Section 24 survives termination of this Agreement.

25. SUSPENSION OR TERMINATION OF AGREEMENT

25.01 Termination for Cause. In addition to the provisions set forth in Section 24, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
- B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
- C. If the Grantee submits false certification or falsifies any other report or document required hereunder.
- D. If the Grantee is charged with or convicted of any activity referenced in Section 23 of this Agreement during the term of this Agreement or any extension thereof.
- E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation, award, or budget shortfalls.
- F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
- G. If any report from Section 13 is at least 45 days late.

25.02 Termination for Convenience. Upon ten (10) days of prior written notice, provided in accordance with the notice provisions in Section 38, either party has the right to terminate this Agreement without cause subject to the conditions below.

25.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

- 25.04 If the SCAO terminates this Agreement under Section 25, with the exception of termination stated in Section 25.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

26. FINAL REPORTING UPON TERMINATION

If the Grantee is the party attempting to terminate the Agreement, the Grantee's obligations under the Agreement cannot be terminated until Grantee fulfills all of the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under the Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

27. SEVERABILITY

If any provision of this Agreement or of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

28. LIABILITY

- 28.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. 28.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with performance under this Agreement.
- 28.02 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.
- 28.03 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the Michigan Supreme Court ("MSC"), including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third-party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement.
- 28.04 Nothing in Section 28 shall be deemed to waive governmental immunity provided by law.

29. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

30. DEBT TO STATE OF MICHIGAN

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

31. DISPUTES

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 38 of this Agreement.

32. CONFLICT OF INTEREST

The Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

33. COMPLIANCE WITH APPLICABLE LAWS AND AGREEMENTS

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements such as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the Agreement between the OHSP and the SCAO. The SCAO shall supply the Grantee with a copy of said Agreement.

34. AMENDMENTS

34.01 Except as provided in Subsections 24.05 and 34.02, the parties may amend this Agreement only in writing signed by both parties.

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

35. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. The SCAO Grant Assurances (in WebGrants),
- C. Allowable/disallowable expense list (in WebGrants),
- D. Conditions on Expenses (in WebGrants),
- E. Approved grant budget (in WebGrants), and
- F. The OHSP Grant Management Requirements (see Attachment 2).

36. PROGRAM CERTIFICATION

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

37. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

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

38. DELIVERY OF NOTICE

38.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms to all individuals listed below: 1) by electronic mail or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

38.02 The Grantee's contact person is:

Amber Richardson
64A District Court
100 W. Main St.
Ionia, MI 48846
arichardson@ioniacounty.org

38.03 The SCAO's contacts are:

Andrew Smith

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

and

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

39. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees:

- A. To comply with all Federal and State nondiscrimination laws and regulations, as may be amended from time to time.
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 herein.
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the OHSP, US DOT, or NHTSA.
- D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the OHSP will have the right to impose such Agreement sanctions as it or the NHTSA determine are appropriate, including but not limited to withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

40. GRANTEE'S AUTHORIZING OFFICIAL

40.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and

Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

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

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IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION
Authorize Signature for FY 2025 Veteran's Court Grant

CONTACT:

Kim Clark, Court Administrator

DESCRIPTION:

64A District Court Sobriety Court Program was awarded \$19,000 for fiscal year 2025 under the Veteran's Court Grant through the State Court Administrative Office.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

64A District Court Veteran's Court Program/64A District Court Probation Office.

FINANCIAL ANALYSIS:

\$19,0000

DEADLINE:

Immediately.

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request for contract approval between 64A District Court and the State Court Administrative Office for the fiscal year 2025 Veteran's Grant.

**Michigan Supreme Court
State Court Administrative Office
Michigan Veterans Treatment Court Grant Program
Fiscal Year 2025 Agreement**

Grantee Name:	64A District Court — Veterans Treatment Court
Unique Identifier:	U30011
Federal ID Number:	38-6004851
Contract Number:	36744
Grant Amount:	\$19,000

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

- 1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.
- 1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

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

- 1.03 The term “Employee Benefits” means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.
- 1.04 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Agreement and includes any increases or reductions under Section 17.
- 1.05 The term “Grantee” as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.
- 1.06 The term “Grantee’s agents” as used in this Agreement includes the Grantee’s agents, subcontractors, vendors, and subrecipients.
- 1.07 The term “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.
- 1.08 The term “Parties” includes the SCAO, Grantee, and all of their employees.
- 1.09 The term “Pre-existing Inventions, Patented and/or Copyrighted Materials” means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.
- 1.10 The terms “Program Expenses” and “Expenses” mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee’s employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee’s performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the “allowable expense” list and in the program budget. This term also includes Travel Expenses as defined below.
- 1.11 The term “Services” refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.
- 1.12 The term “Taxes” refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.
- 1.13 The term “Travel Expenses” means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

- 1.14 The term “WebGrants” refers to the web-based grant management system used by SCAO.
- 1.15 The term “Work Product” refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 64A District Court — Veterans Treatment Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

- 3.01 The SCAO will reimburse the Grantee up to \$19,000 for the Grantee’s expenses under this Agreement.
- 3.02 The grant funding is from the Michigan Veterans Treatment Court Grant Program.

4. PERIOD OF AGREEMENT

- 4.01 This Agreement covers Services rendered during the grant period beginning on October 1, 2024, and ending on September 30, 2025, at 11:59 p.m. (“Agreement Period”), unless the parties agree in a signed writing to an amendment in accordance with Section 26.
- 4.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

5. TERMS

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

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

6. RELATIONSHIP AND DUTIES

- 6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.
- 6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.
- 6.03 The Grantee is responsible for payment of all taxes arising out of the Grantee's Services in accordance with this Agreement.
- 6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.
- 6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.
- 6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

- 7.01 This is a reimbursement-based grant.
- 7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.
- 7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list, reasonable and necessary (as determined solely by the SCAO), and in the approved budget.
- 7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted

all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

- 7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and as otherwise required under this Agreement.
- 7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.
- 7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.
- 7.08 All Expense reimbursement is subject to the SCAO's approval.
- 7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's [website](#).

8. RELIGIOUS PROGRAMMING

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

9. ASSIGNMENT

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

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

- 10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.
- 10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.
- 10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.
- 10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

- 11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.
- 11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:
 - A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
 - D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.
- 11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is

required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

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

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

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

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

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions

before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

- 12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

13. INSURANCE

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

14. LIABILITY

- 14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.
- 14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.
- 14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.
- 14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

- 15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.
- 15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

- 15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.
- 15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.
- 15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.
- 15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

- 16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.
- 16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

- 17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and

subject the Grantee to the procedures set forth in Section 17.05 below.

- 17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.
- 17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Agreement Period that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.
- 17.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:
 - A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.
 - B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.
 - C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.

- D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.
- 17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.
- 17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.
- 17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

- 18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:
- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
 - B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
 - C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
 - D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.
 - E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.
 - F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

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

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

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

22. DEBT TO STATE OF MICHIGAN

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

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

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

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

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

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Agreement only in writing signed by both parties.

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

27. DELIVERY OF NOTICE

27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

27.02 The Grantee's contact person is:

Michael Beach
64A District Court
100 W. Main St.
Ionia, MI 48846
mbeach@ioniacounty.org

27.03 The SCAO's contacts are:

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

and

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

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

- A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.
- B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.
- D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

- 29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.
- 29.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

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IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

December 10, 2024

CONTACT:

Patrick Jordan, County Administrator

DESCRIPTION:

Agreement for Extension Services with MSU-E. In 1914 Congress passed the Smith-Lever Act, directing the nation's land grant universities to oversee the work of the National Cooperative Extension System. MSU-E has assumed that role in Michigan. Objectives of the NCES are to improve the lives of residents and business through making available the vast knowledge resources of MSU.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

FINANCIAL ANALYSIS:

Included in adopted 2025 budget.

LEGAL REVIEW:

DEADLINE:

As soon as possible

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Approval of annual MSU-E Agreement for Extension Services.

ADMINISTRATOR'S RECOMMENDATION:

Administration recommends.

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,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan's 83 counties;

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, Food & Environment

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. .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 Director.
 - b. Utilities, including telephone and telephone service sufficient to meet the needs of Personnel utilizing MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs to 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 for staff for the MSUE office as agreed upon between the County and MSUE District Director 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.

.5 FTE MSU employed Clerical Support Staff

Optional:

4. Funding for additional Extension educators at **0 FTE**
5. Funding for additional 4-H program capacity at **.5 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**
7. Total Annual Assessment in the amount of **\$136,669**

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, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes .5 FTE 4-H Program Coordination)	\$64,519
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ADDITIONAL PERSONNEL

B. .5 FTE Clerical Support Staff to be employed by MSU	\$36,075
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C. 0 FTE Educator (Program Area:)	\$0
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D. .5 FTE Additional 4-H Program Coordination	\$36,075
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E. 0 FTE Additional paraprofessional staff	\$0
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TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2025:	\$136,669
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I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2025, the first day of the County budget year 2025 and shall terminate on the last day of such County budget year 2025. 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. **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 platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media 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 Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

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

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

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