# IONIA COUNTY BOARD OF COMMISSIONERS
# BOARD OF COMMISSIONERS MEETING

**SEPTEMBER 8, 2026 – 3:00 P.M.**
**101 WEST MAIN STREET**
**IONIA, MICHIGAN**

**THIS MEETING WILL BE HELD IN PERSON AND TEAMS**

## 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)

VII. **Unfinished Business**

VIII. **New Business**
   A. Reappointment to Commission on Aging Board
      - Deb Campbell, three year term
      - Edna Albert, three year term
   B. Request approval for board signature on Contract Amendment for AAAWM and approval of accompanying Budget Amendment – Carol Hanulcik
   C. Request Approval of COA Budget Amendments, to add DCW premium funds received January- June to 2026 budget and add MOWA grant funding to 2026 budget – Carol Hanulcik
   D. Request for signatures on Contract/Agreement with AAAWM for FY 2027- Carol Hanulcik
   E. Request Ratification on Commission of Aging signature of MDOT Agreement 2027-0094- Carol Hanulcik
   F. Request Approval to Establish Road Name for Private Road, Rolling Acres Drive- Heather Melchert
   G. Request Approval to Establish Road Name of Lone Pine Circle for Private Road – Heather Melchert
   H. Request Approval for Contract Renewal for Maintenance of MDOT Bellamy Creek Roadside Park – Heather Melchert

I. Request Approval for Contract Renewal for Maintenance of MDOT Carpool Lots- Heather Melchert
J. Request Approval of Loader Rental for Road Department – Heather Melchert
K. Request Renewal of Contract with Michigan Department of Environment, Great Lakes, and Energy – Haleigh Leslie
L. Request Approval of Airport Hunting Lease Bids – Chad Shaw
M. Resolution for Billy Strings Month

**IX. Department Reports**

A. Pubic Defenders Office

**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**

A. None

**XIV. Adjournment**

**Board and/or Commission Vacancies**

- **Board of Public Works**
- **Community Corrections Advisory Board-Ionia Community Mental Health Representative**
- **Construction Board of Appeals**
- **Economic Development Corporation/Brownfield Redevelopment Authority**
- **Land Bank Authority**
- **Midwest Michigan Trail Authority**
- **WMRPC Comprehensive Economic Development Strategy Committee**

**Appointments for consideration in the month of August 2026:**

- **None**

**Appointments for consideration in the month of September 2026:**

- **Commission On Aging Board**

IONIA COUNTY BOARD OF COMMISSIONERS
Terence M. Frewen, Chairman

August 25, 2026, 3:00 p.m.
Minutes

Members Present: County Commissioner David Hodges, County Commissioner Scott Wirtz, County Commissioner Phil Hesche, County Commissioner Gordon Kelley, County Commissioner Jack Shattuck, County Commissioner Terence M. Frewen

Members Absent:

Others Present: County Administrator Chad Shaw, County Clerk Greg Geiger

I. Call to Order
Frewen called the meeting to order at 3:00 pm.

II. Pledge of Allegiance
Frewen led the Pledge of Allegiance.

III. Invocation
Frewen led the invocation.

IV. Approval of Agenda
Board discussed the agenda.
*Motion to Approve the Agenda*
*Moved by Hodges*
*Motion carried by voice vote*

V. Public Comment
Haliegh Leslie commented on an upcoming event at the Ionia Fair Grounds.

VI. Action on Consent Calendar
Board approved the consent calendar by unanimous consent.

VII. Unfinished Business
No unfinished business.

Phone: 616-527-5322 ● Facsimile: 616-527-8201 ● Email: clerk@ioniacounty.org
Ionia County Courthouse, 100 West Main Street, Ionia, Michigan 48846

VIII. New Business

Board discussed a contract for signature on the Back Indexing Project. County Administrator Chad Shaw presented the contract and recommended approval.

*Motion to Approve*
*Moved by Wirtz*
*Motion carried by voice vote*

Board discussed a contract with Brickworks for the Administration Building Façade Restoration project. Scott DeRuischer presented the contract and recommended approval.

*Motion to Approve*
*Moved by Wirtz*
*Motion carried by voice vote*

Board discussed an agreement for the Kindergarten Oral Health Assessment Program. Health Department representative Haleigh Leslie presented the agreement and recommended approval.

*Motion to Approve*
*Moved by Shattuck*
*Motion carried by voice vote*

IX. Department Reports

Board received report from the MSU Extension.

X. Reports of Officers, Boards, and Standing Committees

Frewen commented on finance committee.
Hesche commented on Veterans' Service Office.
Kelley commented on Brownfield meeting and Road Department meeting and other issues.
Hodges commented on finance, facilities, and WMRPC meeting.
Wirtz commented on Michigan Works Board meeting.
Shaw commented on upcoming event and new finance director.

XI. Reports of Special or Ad Hoc Committees

No reports of special or ad hoc committees.

XII. Public Comment

James Conley commented on zoning issue and on a recall effort.

XIII. Closed Session

No Closed Session

XIV. Adjournment

Board discussed adjournment.

*Motion to Adjourn*
*Moved by Shattuck*
*Motion carried by voice vote*

Terence M. Frewen, Chairman

Greg Geiger, County Clerk

# IONIA COUNTY COMMISSION ON AGING
# REQUEST FOR DISCUSSION/ACTION

Request for board approval and board chair signature on Contract Amendment No. 61.54-FY26.2 from AAAWM; and approval of accompanying Budget Amendment.
September 8, 2026

**CONTACT:**
Carol Hanulcik, Director, Ionia County Commission on Aging

**DESCRIPTION:**
This AAAWM contract amendment awards ICCOA an additional, $18,255 (net) in potential FY 2026 funding. The corresponding budget amendment adds this funding to ICCOA's 2026 budget and amends the GL #s where needed (ie where there are changes from federal to state funding).

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**
none

**FINANCIAL ANALYSIS:**
The additional funding will supplement Senior Millage, donations, billed services, etc, to support various ICCOA programs and services.

**LEGAL REVIEW:**
none

**DEADLINE:**
AAAWM requested we return a signed copy by September 8, 2026.

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**
I move to approve the request of the Commission on Aging Director, to sign AAAWM contract amendment 61.54-FY26.2 and to approve the corresponding Budget Amendment.

**DEPARTMENT HEAD RECOMMENDATION:**
I recommend board approval.

**ADMINISTRATOR'S RECOMMENDATION: Administrator Recommends Approval of this Request.**

3215 EAGLECREST DR NE
GRAND RAPIDS, MI
49525-7005
Ph: 616.456.5664
Fx: 616.456.5692

1.888.456.5664
www.aaawm.org

August 25, 2026

Carol Hanulcik, Director
Ionia County Commission on Aging
115 Hudson Street
Ionia, MI 48846

Dear Carol,

On 08/24/2026, the Area Agency on Aging of Western Michigan (AAAWM) Board of Directors met and approved **an increase of $18,255 in funding for Ionia County Commission on Aging** for Fiscal Year 2026. This change in funding is detailed below and on the attached Older Americans Act Funding Distribution Schedule (Attachment II).

| Service | Original Award | Amended Award |
|---|---|---|
| Congregate Meals | $61,583 | $61,583 |
| Disease Prevention/Health Promotion | $15,876 | $15,876 |
| Home Delivered Meals | $270,003 | $270,003 |
| Homemaker | $60,000 | $68,000 |
| Respite | $35,000 | $43,000 |
| Senior Center Staffing | $9,844 | $9,844 |
| Transportation - Assisted | $35,000 | $35,000 |
| NSIP | $39,833 | $42,088 |
| | | |
| | **Total Change in Funding:** | **$18,255** |

Congratulations on your funding increase! Please note that we are unable to release the additional dollars until the attached contract amendment has been signed and returned to AAAWM.

If you have any questions, please contact Barbara Nelson Jandernoa, at (616) 222-7011 (Barb@aaawm.org). We appreciate the continued partnership with your organization to provide services for the older adults living throughout our region.

Sincerely,

Kendrick Heinlein
Chief Executive Officer

C: Commissioner Jack Shattuck, Chairperson

# CONTRACT AMENDMENT

## STATEMENT OF PURPOSE

The **Area Agency on Aging of Western Michigan, Inc. (AAAWM)**, a Michigan non-profit Corporation, and **Ionia County Board of Commissioners (Service Partner)**, a public agency, entered in Contract numbered 61.54 in which the Service Partner undertook to provide certain services with state and federal funding for the three-year period ending 09/30/2025. The parties now agree to amend the provisions of that contract.

## AGREEMENT OF PARTIES

As of 08/24/2026, AAAWM and the Service Partner agree:

1. That the amount of funds the AAAWM agrees to pay, for the budget period October 1, 2025 - September 30, 2026, as provided in the Contract of 10/01/2022through 09/30/2025 shall not exceed **$545,394.00 (Five hundred forty-five thousand three hundred ninety-four and 00/100 dollars)**.

2. Service Partner is to provide services funded through this contract during each of the twelve (12) months of the fiscal year unless a waiver has been granted.

3. That the amount the Service Partner agrees to provide as Local Match, for the budget period October 1, 2025 - September 30, 2026, as specified in the Contract of 10/01/2022through 09/30/2025, shall not be less than **$55,923.00 (Fifty-five thousand nine hundred twenty-three and 00/100 dollars)**.

4. That the amount of Nutrition Services Incentive Program (NSIP) funds the AAAWM agrees to pay, for the budget period October 1, 2025 - September 30, 2026, shall not exceed **$42,088.00 (Forty-two thousand eighty-eight and 00/100 dollars)**.

5. That Service Budget Attachments I-D & I-E (dated 07/08/2025) are deleted, and Service Budget Attachments I-D & I-E (dated 08/01/2026) are added.

6. The Older Americans Act Funding Distribution Schedule (Attachment II) is deleted and Older Americans Act Funding Distribution Schedule (Attachment II), dated 08/24/2026, is added.

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.
A MICHIGAN NON-PROFIT CORPORATION

By: ______________________ 8/14/26

Kendrick Heinlein, Chief Executive Officer Date

By: ______________________ ______________

Person Authorized to Sign for Service Partner Date

Name: ______________________

Title: ______________________

# UNIT RATE BUDGET

## Older Americans Act FY2026

**Partner:** Ionia County Commission on Aging

**Service:** Homemaker

**Date:** 08/01/2026 **Budget Period:** 10/1/25-9/30/26

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | | | |
|---|---|---|---|---|
| **I. FUNDING SUMMARY** | | | | |
| 1. | Federal / State Funds Awarded | | | $68,000 |
| 2. | One-time Funds Awarded | | | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | | | **$68,000** |
| **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | | | | |
| 4. | Administration & Fundraising Expenses | | | $2.00 |
| 5. | Direct Service Cost | | | $20.28 |
| 6. | Equipment & Supplies | | | $0.00 |
| 7. | Other (Occupancy, Communication, etc.) | | | $0.02 |
| 8. | Total Cost BEFORE Match: | | | $22.30 |
| 9. | Less 10% Unit Match | | | $2.23 |
| **10.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | | | **$20.07** |
| **III. OTHER RESOURCES** | | | | |
| 11. | Projected Cost Share | | | |
| 12. | Projected Program Income | | | $16,500 |
| **IV. LOCAL MATCH** **Required Match Amount: $7,556** | | | | |
| | Source of Local Match | Cash | In-Kind | Total |
| 13. | Senior Millage | $7,556 | $0 | $7,556 |
| 14. | | | | $0 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| **17.** | **Total Match:** | **$7,556** | **$0** | **$7,556** |
| (total match on line 17 must be equal to/greater than Required Match Amount above) | | | | |
| **V. UNITS & CLIENTS** | | | | |
| 18. | Total Number of Units to be Provided | | | 3,388.00 |
| 19. | Estimated Number of Clients to Receive Service | | | 165 |

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**

Portion of administrative wages for In Home Services Director for scheduling, donation requests, documentation, recruiting.

**B. Direct Service Cost:**

Aide wages, benefits, supplies, mileage, plus a portion of caseworker wages and mileage for assessments.

**C. Equipment & Supplies:**

**D. Other:**

Portion of cost for agency-issued cell phones.

# UNIT RATE BUDGET

## Older Americans Act FY2026

**Partner:** Ionia County Commission on Aging

**Service:** Respite

**Date:** 08/01/2026 **Budget Period:** 10/1/25-9/30/26

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | |
|---|---|---|
| | **I. FUNDING SUMMARY** | |
| 1. | Federal / State Funds Awarded | $43,000 |
| 2. | One-time Funds Awarded | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | **$43,000** |
| | **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | |
| 4. | Administration & Fundraising Expenses | $2.00 |
| 5. | Direct Service Cost | $20.28 |
| 6. | Equipment & Supplies | $0.00 |
| 7. | Other (Occupancy, Communication, etc.) | $0.02 |
| 8. | Total Cost BEFORE Match: | $22.30 |
| 9. | Less 10% Unit Match | $2.23 |
| **10.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | **$20.07** |
| | **III. OTHER RESOURCES** | |
| 11. | Projected Cost Share | $6,115 |
| 12. | Projected Program Income | $2,800 |

| | | | | |
|---|---|---|---|---|
| | **IV. LOCAL MATCH** **Required Match Amount: $4,778** | | | |
| | Source of Local Match | Cash | In-Kind | Total |
| 13. | Senior Millage | $4,778 | $0 | $4,778 |
| 14. | | | | $0 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| **17.** | **Total Match:** | **$4,778** | **$0** | **$4,778** |
| | (total match on line 17 must be equal to/greater than Required Match Amount above) | | | |

| | | |
|---|---|---|
| | **V. UNITS & CLIENTS** | |
| 18. | Total Number of Units to be Provided | 2,143.00 |
| 19. | Estimated Number of Clients to Receive Service | 50 |

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**
Portion of administrative wages for In-Home Services Director for scheduling, income/cost share, documentation, recruiting.

**B. Direct Service Cost:**
Aide wages, benefits, supplies, mileage, plus a portion of caseworker wages and mileage for assessments

**C. Equipment & Supplies:**

**D. Other:**
Portion of cost for agency-issued cell phones.

**Contract No. 61.54 – FY26.2** **Attachment II**

Area Agency on Aging of Western Michigan
Older Americans Act (OAA) Funding Distribution
Contract Period: October 1, 2025 – September 30, 2026

Funding as of: August 24, 2026

**Partner:** **Ionia County Commission on Aging**

| Service: | Funding Source | CFDA | Award Amount | Change in Funding | Adjusted Award |
|---|---|---|---|---|---|
| 1. Congregate Meals | IIIC-1 | 93.045 | **$61,583** | $0 | **$61,583** |
| 2. Disease Prevention/Health Promotion | IIID | 93.043 | **$15,876** | **$0** | **$15,876** |
| 3. Home Delivered Meals | IIIC-2 | 93.045 | $186,385 | $0 | $186,385 |
| | III-E | 93.052 | $3,618 | $0 | $3,618 |
| | SHDM | N/A | $80,000 | $0 | $80,000 |
| | | **Total for Service:** | **$270,003** | **$0** | **$270,003** |
| 4. Homemaker | SIH | N/A | **$60,000** | $8,000 | $68,000 |
| 5. NSIP | NSIP* | 93.053 | **$39,833** | **$2,255** | **$42,088** |
| 6. Respite | IIIE | 93.052 | $5,000 | ($5,000) | $0 |
| | SRC | N/A | $10,000 | $23,000 | $33,000 |
| | Tobacco | N/A | $10,000 | $0 | $10,000 |
| | AAAWM Reserves** | N/A | $10,000 | ($10,000) | $0 |
| | | **Total for Service:** | **$35,000** | **$8,000** | **$43,000** |
| 7. Senior Center Staffing | IIIB | 93.044 | **$9,844** | **$0** | **$9,844** |
| 8. Transportation - Assisted | IIIB | 93.044 | **$35,000** | **$0** | **$35,000** |
| | | **Total Funding:** | **$527,139** | **$18,255** | **$545,394** |

*NSIP funding has now been finalized by the State of Michigan
**Funding from AAAWM Reserves is being re-allocated following receipt of FY25 carryover dollars

**COUNTY OF IONIA**

BUDGET AMENDMENT REQUEST

**8/31/2026**

Department: Commission on Aging
Requestor: Carol Hanulcik
Purpose/Description of Request: To record additional (potential) $18,255 grant funding received through AAAWM, under Contract No 61.54-FY26.2 and to correct revenue types (GL #s) for funding received under this award.

**Revenue Line Items**

| Fund | Activity | Account | Description | **Debit** *Decrease* | **Credit** *Increase* |
|---|---|---|---|---|---|
| 273 | 672.301 | 501.000 | FEDERAL GRANTS (HDM) | $42,400.00 | |
| 273 | 672.301 | 539.000 | STATE GRANTS (HDM) | | 42,400.00 |
| 273 | 672.302 | 501.000 | FEDERAL GRANTS (HDM) | $13,600.00 | |
| 273 | 672.302 | 539.000 | STATE GRANTS (HDM) | | 13,600.00 |
| 273 | 672.303 | 501.000 | FEDERAL GRANTS (HDM) | $20,000.00 | |
| 273 | 672.303 | 539.000 | STATE GRANTS (HDM) | | 20,000.00 |
| 273 | 672.304 | 501.000 | FEDERAL GRANTS (HDM) | $4,000.00 | |
| 273 | 672.304 | 539.000 | STATE GRANTS (HDM) | | 4,000.00 |
| 273 | 672.103 | 501.000 | FEDERAL GRANTS (HOMEMAKER) | 60,000.00 | |
| 273 | 672.103 | 539.000 | STATE GRANTS (HOMEMAKER) | | 68,000.00 |
| 273 | 672.301 | 501.002 | NSIP (HOME DELIVERED MEALS) | | 2,255.00 |
| 273 | 672.104 | 501.000 | FEDERAL GRANTS (RESPITE) | 35,000.00 | |
| 273 | 672.104 | 539.000 | STATE GRANTS (RESPITE) | | 43,000.00 |

**Appropriation Line Items**

| Fund | Activity | Account | Description | **Debit** *Increase* | **Credit** *Decrease* |
|---|---|---|---|---|---|

There is not a corresponding increase in expenditures for the additional funding received. These dollars will decrease the amount of senior millage dollars needed for these services, and/or reduce the amount we need to draw from our fund balance, for services in 2026.

| | | |
|---|---|---|
| TOTALS | $175,000.00 | 193,255.00 |
| Amendment Balance (must be zero) | | -$18,255.00 |

APPROVED
By Carol Hanulcik at 7:24 pm, 8/24/26

**Department Head Approval** ______________________ **Date** __________

**Finance Office Use Only**

Finance Officer Review ______________________ Date __________
County Administrator Approval ______________________ Date __________
Board Approval ______________________ Date __________

# IONIA COUNTY COMMISSION ON AGING
# REQUEST FOR DISCUSSION/ACTION

Request Board of Commissioners approval for two budget amendments.
September 8, 2026

**CONTACT:**
Carol Hanulcik, Director, Ionia County Commission on Aging

**DESCRIPTION:**
ICCOA requests board approval for 2 budget amendments - to record the Direct Care Worker Premium earned through June 2026, to record grant funding received from Meals on Wheels America in 2026.

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**
none

**FINANCIAL ANALYSIS:**
These funds were not included in our original 2026 budget.

**LEGAL REVIEW:**
none

**DEADLINE:**

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**
I move to approve the request of the Commission on Aging Director, to approve the Budget Amendments submitted recording the Direct Care Worker Premium and Meals on Wheels America funding received in addition to original 2026 budget.

**DEPARTMENT HEAD RECOMMENDATION:**
I recommend board approval.

**ADMINISTRATOR'S RECOMMENDATION: Administrator Recommends Approval of this Request.**

# COUNTY OF IONIA
BUDGET AMENDMENT REQUEST

**8/30/2026**

Department: Commission on Aging
Requestor: Carol Hanulcik
Purpose/Description of Request: To reflect Direct Care Worker Premium earned In Jan - June, 2026 and received from AAAWM.

**Revenue Line Items**

| Fund | Activity | Account | Description | **Debit** *Decrease* | **Credit** *Increase* |
|---|---|---|---|---|---|
| 273 | 672.103 | 539.00 | STATE GRANTS (homemaker) | | 7,833.60 |
| 273 | 672.104 | 539.00 | STATE GRANTS (respite) | | 4,588.80 |

**Appropriation Line Items**

| Fund | Activity | Account | Description | **Debit** *Increase* | **Credit** *Decrease* |
|---|---|---|---|---|---|
| 273 | 672.103 | 701.020 | WAGES - CLASSIFIED SUPPORT (In Home Aides) | - | |
| 273 | 672.104 | 701.010 | WAGES - CLASSIFIED SUPPORT (In Home Aides) | - | |

There is no corresponding increase in wages for the additional funding received. These dollars will decrease the amount of senior millage dollars needed for this COA dept, and/or reduce the amount we need to draw from our fund balance, for services in 2026.

| | Debit | Credit |
|---|---|---|
| TOTALS | - | 12,422.40 |
| Amendment Balance (must be zero) | | (12,422.40) |

APPROVED
By Carol Hanulcik at 12:55 pm, 8/25/26

**Department Head Approval** ______________________ **Date** __________

**Finance Office Use Only**

Finance Officer Review ______________________ Date __________
County Administrator Approval ______________________ Date __________
Board Approval ______________________ Date __________

**COUNTY OF IONIA**

BUDGET AMENDMENT REQUEST

| | DCW Premium received | | | |
|---|---|---|---|---|
| | CLS (HM) | 1HR (Res) | Total | ref Treasuerer's Receipt # |
| Jan | 1,233.60 | 605.76 | 1,839.36 | 260000704 and 260000960 |
| Feb | 1,180.80 | 766.08 | 1,946.88 | 260001330 |
| Mar | 1,544.64 | 920.64 | 2,465.28 | |
| Apr | 1,331.52 | 826.56 | 2,158.08 | 260001577 |
| May | 1,224.96 | 624.96 | 1,849.92 | 260001938 |
| Jun | 1,318.08 | 844.80 | 2,162.88 | 260002248 |
| Jul | | | | |
| Aug | | | | |
| Sep | | | | |
| Oct | | | | |
| Nov | | | | |
| Dec | | | | |
| | 7,833.60 | 4,588.80 | 12,422.40 | |

**AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.**
3215 EAGLECREST DRIVE, NE GRAND RAPIDS, MI 49525-7005 P 616.456.5664 F 616.456.5692

02/27/2026

To: IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

Vendor ID: 0054

| INVOICE NUMBER | DATE | DESCRIPTION | AMOUNT | DISCOUNT | NET AMOUNT |
|---|---|---|---|---|---|
| CK02172026 | 02/17/2026 | FY26 T3D DP/HP - Jan '26 Arthritis Exercise | $149.04 | $0.00 | $149.04 |
| CK02172026 | 02/17/2026 | FY26 MATF Respite - Jan '26 Respite | $2,692.38 | $0.00 | $2,692.38 |
| CK02172026 | 02/17/2026 | FY26 T3D DP/HP - Jan '26 EnhanceFitness | $220.21 | $0.00 | $220.21 |
| CK02172026 | 02/17/2026 | FY26 T3D DP/HP - Jan '26 Tai Chi | $194.42 | $0.00 | $194.42 |
| CK02172026 | 02/17/2026 | FY26 T3B Transportation - Jan '26 Transportation - Assisted | $3,308.69 | $0.00 | $3,308.69 |
| CK02172026 | 02/17/2026 | FY26 SIH Homemaker - Jan '26 Homemaker | $4,728.04 | $0.00 | $4,728.04 |
| CK02172026 | 02/17/2026 | FY26 T3B Sr Center Staffing - Jan '26 Sr Center Staffing | $865.69 | $0.00 | $865.69 |
| CK02172026 | 02/17/2026 | FY26 DCW Homemaker - Jan '26 DCW Homemaker | $1,233.60 | $0.00 | $1,233.60 |
| CK02172026 | 02/17/2026 | FY26 DCW Respite - Jan '26 DCW Respite | $605.76 | $0.00 | $605.76 |
| | | **Totals:** | **$13,997.83** | **$0.00** | **$13,997.83** |

162035.ai

AREA AGENCY ON AGING OF WESTERN MICHIGAN
*The Source for Seniors*

3215 EAGLECREST DRIVE, NE
GRAND RAPIDS, MI 49525-7005
P 616.456.5664 F 616.456.5692

**PNC Bank, N.A. 070**
6-12 / 410

28170

CHECK DATE 02/27/2026
CHECK NO. 28170

Details on Back.
Security Features Included

PAY **Thirteen thousand nine hundred ninety seven and 83/100 Dollars**

CHECK AMOUNT
$ ** 13,997.83

TO THE ORDER OF
IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

NOT VALID WITHOUT TWO SIGNATURES

AUTHORIZED SIGNATURE

MP

⑈028170⑈ ⑆041000124⑆ 4130296573⑈

28481

**AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.**
3215 EAGLECREST DRIVE, NE GRAND RAPIDS, MI 49525-7005 P 616.456.5664 F 616.456.5692

04/24/2026

To: IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

Vendor ID: 0054

| INVOICE NUMBER | DATE | DESCRIPTION | AMOUNT | DISCOUNT | NET AMOUNT |
|---|---|---|---|---|---|
| CK04152026 | 04/15/2026 | FY26 T3C-1 Congregate Meals - Feb '26 Congregate Meals | $3,820.96 | $0.00 | $3,820.96 |
| CK04152026 | 04/15/2026 | FY26 SIH Homemaker - Feb '26 Homemaker | $5,102.78 | $0.00 | $5,102.78 |
| CK04152026 | 04/15/2026 | FY26 NSIP - Feb '26 NSIP | $3,319.41 | $0.00 | $3,319.41 |
| CK04152026 | 04/15/2026 | FY26 T3B Transportation - Feb '26 Assisted Transportation | $2,840.15 | $0.00 | $2,840.15 |
| CK04152026 | 04/15/2026 | FY26 SRC Respite - Feb '26 Respite | $3,604.78 | $0.00 | $3,604.78 |
| CK04152026 | 04/15/2026 | FY26 DCW Respite - Feb '26 DCW Respite | $766.08 | $0.00 | $766.08 |
| CK04152026 | 04/15/2026 | FY26 T3B Sr Center Staffing - Feb '26 Sr Center Staffing | $750.26 | $0.00 | $750.26 |
| CK04152026 | 04/15/2026 | FY26 T3D DP/HP - Feb '26 Arthritis Exercise | $113.94 | $0.00 | $113.94 |
| CK04152026 | 04/15/2026 | FY26 DCW Homemaker - Feb '26 Homemaker DCW | $1,180.80 | $0.00 | $1,180.80 |
| CK04152026 | 04/15/2026 | FY26 State HDM - Feb '26 HDM | $22,501.92 | $0.00 | $22,501.92 |
| CK04152026 | 04/15/2026 | FY26 T3D DP/HP - Feb '26 Tai Chi | $257.12 | $0.00 | $257.12 |
| CK04152026 | 04/15/2026 | FY26 T3D DP/HP - Feb '26 EnhanceFitness | $363.29 | $0.00 | $363.29 |
| CK04152026 | 04/15/2026 | FY26 SIH Homemaker - Mar '26 Homemaker | $6,891.91 | $0.00 | $6,891.91 |
| CK04152026 | 04/15/2026 | FY26 T3E Caregiver Supp - Nutrition - Mar '26 HDM | $501.92 | $0.00 | $501.92 |
| CK04152026 | 04/15/2026 | FY26 T3C-2 Home Delivered Meals - Mar '26 HDM | $22,000.00 | $0.00 | $22,000.00 |
| CK04152026 | 04/15/2026 | FY26 NSIP - Mar '26 NSIP | $3,319.41 | $0.00 | $3,319.41 |
| CK04152026 | 04/15/2026 | FY26 T3D DP/HP - Mar '26 Tai Chi | $290.73 | $0.00 | $290.73 |
| CK04152026 | 04/15/2026 | FY26 T3C-1 Congregate Meals - Mar '26 Congregate Meals | $3,954.56 | $0.00 | $3,954.56 |
| CK04152026 | 04/15/2026 | FY26 MATF Respite - Mar '26 Respite | $860.90 | $0.00 | $860.90 |
| CK04152026 | 04/15/2026 | FY26 T3B Sr Center Staffing - Mar '26 Sr Center Staffing | $550.19 | $0.00 | $550.19 |
| CK04152026 | 04/15/2026 | FY26 T3D DP/HP - Mar '26 Arthritis Exercise | $167.22 | $0.00 | $167.22 |
| CK04152026 | 04/15/2026 | FY26 DCW Homemaker - Mar '26 DCW Homemaker | $1,544.64 | $0.00 | $1,544.64 |
| CK04152026 | 04/15/2026 | FY26 DCW Respite - Mar '26 DCW Respite | $920.64 | $0.00 | $920.64 |
| CK04152026 | 04/15/2026 | FY26 T3D DP/HP - Mar '26 EnhanceFitness | $187.05 | $0.00 | $187.05 |
| CK04152026 | 04/15/2026 | FY26 T3B Transportation - Mar '26 Assisted Transportation | $3,538.71 | $0.00 | $3,538.71 |
| CK04162026 | 04/16/2026 | FY26 SRC Respite - Mar '26 Respite | $2,923.91 | $0.00 | $2,923.91 |
| | | **Totals:** | **$92,273.28** | **$0.00** | **$92,273.28** |

163858.ai

AREA AGENCY ON AGING OF WESTERN MICHIGAN
*The Source for Seniors*

3215 EAGLECREST DRIVE, NE
GRAND RAPIDS, MI 49525-7005
P 616.456.5664 F 616.456.5692

PNC Bank, N.A. 070
6-12 / 410

28481

CHECK DATE 04/24/2026
CHECK NO. 28481

Details on Back.

PAY **Ninety two thousand two hundred seventy three and 28/100 Dollars**

CHECK AMOUNT
$ ** 92,273.28

TO THE ORDER OF
IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

NOT VALID WITHOUT TWO SIGNATURES

William Routley

AUTHORIZED SIGNATURE

MP

Security Features Included

⑈028481⑈ ⑆041000124⑆ 4130296573⑈

**AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.**
3215 EAGLECREST DRIVE, NE GRAND RAPIDS, MI 49525-7005 P 616.456.5664 F 616.456.5692

28629

05/22/2026

To: IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

Vendor ID: 0054

| INVOICE NUMBER | DATE | DESCRIPTION | AMOUNT | DISCOUNT | NET AMOUNT |
|---|---|---|---|---|---|
| CK05142026 | 05/14/2026 | FY26 T3C-2 Home Delivered Meals - Apr '26 HDM | $21,000.00 | $0.00 | $21,000.00 |
| CK05142026 | 05/14/2026 | FY26 SRC Respite - Apr '26 Respite | $3,306.29 | $0.00 | $3,306.29 |
| CK05142026 | 05/14/2026 | FY26 T3C-1 Congregate Meals - Apr '26 Congregate Meals | $3,854.36 | $0.00 | $3,854.36 |
| CK05142026 | 05/14/2026 | FY26 T3D DP/HP - Apr '26 Arthritis Exercise | $188.82 | $0.00 | $188.82 |
| CK05142026 | 05/14/2026 | FY26 NSIP - Apr '26 NSIP | $3,319.41 | $0.00 | $3,319.41 |
| CK05142026 | 05/14/2026 | FY26 DCW Homemaker - Apr '26 DCW Homemaker | $1,331.52 | $0.00 | $1,331.52 |
| CK05142026 | 05/14/2026 | FY26 T3B Sr Center Staffing - Apr '26 Sr Center Staffing | $407.84 | $0.00 | $407.84 |
| CK05142026 | 05/14/2026 | FY26 T3D DP/HP - Apr '26 Tai Chi | $263.35 | $0.00 | $263.35 |
| CK05142026 | 05/14/2026 | FY26 SIH Homemaker - Apr '26 Homemaker | $5,619.40 | $0.00 | $5,619.40 |
| CK05142026 | 05/14/2026 | FY26 T3D DP/HP - Apr '26 EnhanceFitness | $274.70 | $0.00 | $274.70 |
| CK05142026 | 05/14/2026 | FY26 DCW Respite - Apr '26 DCW Respite | $826.56 | $0.00 | $826.56 |
| CK05142026 | 05/14/2026 | FY26 T3B Transportation - Apr '26 Assisted Transportation | $3,276.99 | $0.00 | $3,276.99 |
| CK05142026 | 05/14/2026 | FY26 T3E Caregiver Supp - Nutrition - Apr '26 HDM | $1,501.92 | $0.00 | $1,501.92 |
| | | **Totals:** | **$45,171.16** | **$0.00** | **$45,171.16** |

163858.ai

AREA AGENCY ON AGING OF WESTERN MICHIGAN
*The Source for Seniors*

3215 EAGLECREST DRIVE, NE
GRAND RAPIDS, MI 49525-7005
P 616.456.5664 F 616.456.5692

PNC Bank, N.A. 070
6-12 / 410

28629

CHECK DATE 05/22/2026
CHECK NO. 28629

Details on Back.
Security Features Included

PAY **Forty five thousand one hundred seventy one and 16/100 Dollars**

CHECK AMOUNT
$ ** 45,171.16

TO THE ORDER OF
IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

NOT VALID WITHOUT TWO SIGNATURES

William Kountly

AUTHORIZED SIGNATURE

MP

⑈028629⑈ ⑆041000124⑆ 4130296573⑈

28811

**AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.**
3215 EAGLECREST DRIVE, NE GRAND RAPIDS, MI 49525-7005 P 616.456.5664 F 616.456.5692

06/26/2026

To: IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

Vendor ID: 0054

| INVOICE NUMBER | DATE | DESCRIPTION | AMOUNT | DISCOUNT | NET AMOUNT |
|---|---|---|---|---|---|
| CK061826 | 06/18/2026 | FY26 SIH Homemaker - May '26 Homemaker | $4,833.86 | $0.00 | $4,833.86 |
| CK061826 | 06/18/2026 | FY26 T3D DP/HP - May '26 Tai Chi | $271.52 | $0.00 | $271.52 |
| CK061826 | 06/18/2026 | FY26 T3D DP/HP - May '26 EnhanceFitness | $345.95 | $0.00 | $345.95 |
| CK061826 | 06/18/2026 | FY26 T3D DP/HP - May '26 Arthritis Exercise | $148.14 | $0.00 | $148.14 |
| CK061826 | 06/18/2026 | FY26 T3B Sr Center Staffing - May '26 Sr Center Staffing | $704.09 | $0.00 | $704.09 |
| CK061826 | 06/18/2026 | FY26 T3B Transportation - May '26 Assisted Transportation | $2,985.12 | $0.00 | $2,985.12 |
| CK061826 | 06/18/2026 | FY26 T3C-1 Congregate Meals - May '26 Congregate Meals | $3,400.12 | $0.00 | $3,400.12 |
| CK061826 | 06/18/2026 | FY26 T3C-2 Home Delivered Meals - May '26 HDM | $22,501.92 | $0.00 | $22,501.92 |
| CK061826 | 06/18/2026 | FY26 NSIP - May '26 NSIP | $3,319.41 | $0.00 | $3,319.41 |
| CK061826 | 06/18/2026 | FY26 MATF Respite - May '26 Respite | $2,209.97 | $0.00 | $2,209.97 |
| CK061826 | 06/18/2026 | FY26 SRC Respite - May '26 Respite | $211.33 | $0.00 | $211.33 |
| CK061826 | 06/18/2026 | FY26 DCW Homemaker - May '26 DCW Homemaker | $1,224.96 | $0.00 | $1,224.96 |
| CK061826 | 06/18/2026 | FY26 DCW Respite - May '26 DCW Respite | $624.96 | $0.00 | $624.96 |
| | | **Totals:** | **$42,781.35** | **$0.00** | **$42,781.35** |

163858.ai

AREA AGENCY ON AGING OF WESTERN MICHIGAN
*The Source for Seniors*

3215 EAGLECREST DRIVE, NE
GRAND RAPIDS, MI 49525-7005
P 616.456.5664 F 616.456.5692

PNC Bank, N.A. 070
6-12 / 410

28811

CHECK DATE 06/26/2026
CHECK NO. 28811

Details on Back. Security Features Included

PAY **Forty two thousand seven hundred eighty one and 35/100 Dollars**

CHECK AMOUNT
$ ** 42,781.35

TO THE ORDER OF
IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

NOT VALID WITHOUT TWO SIGNATURES

MP
AUTHORIZED SIGNATURE

⑈028811⑈ ⑆041000124⑆ 4130296573⑈

28948

**AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.**

3215 EAGLECREST DRIVE, NE GRAND RAPIDS, MI 49525-7005 P 616.456.5664 F 616.456.5692

07/24/2026

To: IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

Vendor ID: 0054

| INVOICE NUMBER | DATE | DESCRIPTION | AMOUNT | DISCOUNT | NET AMOUNT |
|---|---|---|---|---|---|
| CK07152026 | 07/15/2026 | FY26 NSIP - June '26 NSIP | $3,319.41 | $0.00 | $3,319.41 |
| CK07152026 | 07/15/2026 | FY26 T3D DP/HP - June '26 Matter of Balance | $976.60 | $0.00 | $976.60 |
| CK07152026 | 07/15/2026 | FY26 SIH Homemaker - June '26 Homemaker | $5,666.15 | $0.00 | $5,666.15 |
| CK07152026 | 07/15/2026 | FY26 T3C-1 Congregate Meals - June '26 Congregate | $3,794.24 | $0.00 | $3,794.24 |
| CK07152026 | 07/15/2026 | FY26 T3D DP/HP - June '26 EnhanceFitness | $275.72 | $0.00 | $275.72 |
| CK07152026 | 07/15/2026 | FY26 T3D DP/HP - June '26 Tai Chi | $196.22 | $0.00 | $196.22 |
| CK07152026 | 07/15/2026 | FY26 T3D DP/HP - June '26 Arthritis Exercise | $169.02 | $0.00 | $169.02 |
| CK07152026 | 07/15/2026 | FY26 T3B Sr Center Staffing - June '26 Sr Center Staffing | $1,119.62 | $0.00 | $1,119.62 |
| CK07152026 | 07/15/2026 | FY26 T3B Transportation - June '26 Assisted Transportation | $3,549.06 | $0.00 | $3,549.06 |
| CK07152026 | 07/15/2026 | FY26 SRC Respite - June '26 Respite | $3,765.98 | $0.00 | $3,765.98 |
| CK07152026 | 07/15/2026 | FY26 DCW Homemaker - June '26 DCW Homemaker | $1,318.08 | $0.00 | $1,318.08 |
| CK07152026 | 07/15/2026 | FY26 DCW Respite - June '26 DCW Respite | $844.80 | $0.00 | $844.80 |
| CK07152026 | 07/15/2026 | FY26 T3C-2 Home Delivered Meals - June '26 HDM | $22,501.92 | $0.00 | $22,501.92 |
| | | **Totals:** | **$47,496.82** | **$0.00** | **$47,496.82** |

163858.ai

AREA AGENCY ON AGING OF WESTERN MICHIGAN

*The Source for Seniors*

3215 EAGLECREST DRIVE, NE
GRAND RAPIDS, MI 49525-7005
P 616.456.5664 F 616.456.5692

PNC Bank, N.A. 070
6-12 / 410

28948

CHECK DATE 07/24/2026
CHECK NO. 28948

Details on Back. Security Features Included

PAY **Forty seven thousand four hundred ninety six and 82/100 Dollars**

CHECK AMOUNT
$ ** 47,496.82

TO THE ORDER OF
IONIA CNTY COA
115 HUDSON STREET
IONIA, MI 48846

NOT VALID WITHOUT TWO SIGNATURES

William Routley

MP

AUTHORIZED SIGNATURE

⑈028948⑈ ⑆041000124⑆ 4130296573⑈

# COUNTY OF IONIA
BUDGET AMENDMENT REQUEST

**8/31/2026**

Department: Commission on Aging
Requestor: Carol Hanulcik
Purpose/Description of Request: To add Meals on Wheels America grant dollars awarded to our budget

**Revenue Line Items**

| Fund | Activity | Account | Description | Debit *Decrease* | Credit *Increase* |
|---|---|---|---|---|---|
| 273 | 672.104 | 675.001 | MEALS ON WHEELS GRANT | | 2,366.69 |
| 273 | 672.301 | 675.001 | MEALS ON WHEELS GRANT | | 10,000.00 |

**Appropriation Line Items**

| Fund | Activity | Account | Description | Debit *Increase* | Credit *Decrease* |
|---|---|---|---|---|---|

There is no corresponding increase in wages for the additional funding received. These dollars will decrease the amount of senior millage dollars needed for this COA dept, and/or reduce the amount we need to draw from our fund balance, for services in 2026.

| | | |
|---|---|---|
| TOTALS | - | 12,366.69 |
| Amendment Balance (must be zero) | | (12,366.69) |

**Department Head Approval** APPROVED By Carol Hanulcik at 1:02 pm, 8/25/26 **Date** ________

**Finance Office Use Only**

Finance Officer Review ____________________ Date ________
County Administrator Approval ____________________ Date ________
Board Approval ____________________ Date ________

# COUNTY OF IONIA
BUDGET AMENDMENT REQUEST

| MOWA grant funds received | | |
|---|---|---|
| DATE | TREAS RECEIPT | Total |
| 4/1/2026 | 260000997 | 2,366.69 |
| 7/21/2026 | 260002092 | 10,000.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | 12,366.69 |

Remittance Info: Inv 12 Target Circle

**Meals on Wheels America**
1550 Crystal Drive
Suite 1004
Arlington, VA 22202
7035485558

**JPMorgan Chase Bank, N.A.**
Verify: 888-237-9615
90-7162/3222

**9920015071**

3/16/2026

PAY TO THE ORDER OF IONIA COUNTY COMMISSION ON AGING $ 2366.39

Two Thousand Three Hundred Sixty-Six and 39/100 DOLLARS

VOID AFTER 90 DAYS

Security Features Details on Back

16_7222
IONIA COUNTY COMMISSION ON AGING
115 HUDSON STREET
IONIA, MI 48846-1657

Bill.com, LLC, Issuer

MP

9920015071 322271627 215376176

**From: Meals on Wheels America**
**Pay To: IONIA COUNTY COMMISSION ON AGING**

**Date: 3/16/2026**
**Check #: 9920015071**

| Invoice Number | Bill Amount | Bill Payment Amount |
|---|---|---|
| 12_Target Circle | $2,366.39 | $2,366.39 |
| **Total** | | **$2,366.39** |

MEALS ON WHEELS AMERICA

**Invoice: 12_Target Circle**

**Bill Date: 03/13/2026**

**Bill from: Ionia County Commission on Aging**

**Address: 115 Hudson St, Ionia, MI 48846**

**Grant Amount: $2366.39**

**Fund description: Target Circle Distribution**

1550 Crystal Drive, Suite 1004, Arlington, VA 22202 • 888.998.6325
www.mealsonwheelsamerica.org



JobID DGMXIP, PieceID 007222, Page 01 of 01, Feed Inserts 0000000, File Page 7753 of 12009

04BIL122579

Remittance Info: Inv 2002026MUN

**Meals on Wheels America**
1550 Crystal Drive
Suite 1004
Arlington, VA 22202
7035485558

**JPMorgan Chase Bank, N.A.**
Verify: 888-237-9615
90-7162/3222

**9923299968**

7/8/2026

PAY TO THE ORDER OF IONIA COUNTY COMMISSION ON AGING

$ 10000.00

Ten Thousand and 00/100 DOLLARS

VOID AFTER 90 DAYS

Security Features Details on Back

13_7051
IONIA COUNTY COMMISSION ON AGING
115 HUDSON STREET
IONIA, MI 48846-1657

Bill.com, LLC, Issuer

MP

⑈9923299968⑈ ⑆322271627⑆ 215376176⑈

**From: Meals on Wheels America**
**Pay To: IONIA COUNTY COMMISSION ON AGING**

**Date: 7/8/2026**
**Check #: 9923299968**

| Invoice Number | Bill Amount | Bill Payment Amount |
|---|---|---|
| 200_2026MUN | $10,000.00 | $10,000.00 |
| **Total** | | **$10,000.00** |

MEALS ON WHEELS AMERICA

**Invoice: 200_2026MUN**

**Bill Date: 06/30/2026**

**Bill from: Ionia County Commission on Aging**

**Address: 115 Hudson St, Ionia, MI 48846**

**Grant Amount: $10000**

**Fund description: 2026 Meeting Unmet Need Acceleration Gift Distribution Acknowledgement**

1550 Crystal Drive, Suite 1004, Arlington, VA 22202 • 888.998.6325
www.mealsonwheelsamerica.org



JobID DHD55Q, PieceID 007051, Page 01 of 01, Feed Inserts 00000000, File Page 7573 of 12203

04BIL122579

**IONIA COUNTY COMMISSION ON AGING**
**REQUEST FOR DISCUSSION/ACTION**

Request for signatures on Contracts/Agreements with AAAWM for FY 2027 funding.
9/8/26

**CONTACT:**
Carol Hanulcik, Director, Ionia County Commission on Aging

**DESCRIPTION:**
These agreements engage ICCOA to provide services to older adults under Title III of the Older Americans Act and/or Older Michiganians Act.
Agreements to be signed include:

- Contract No 61.54-FY27.1 (page 8)
- Attachment IV Assurance of Compliance with Applicable Laws (page 22)
- Authorization of Signature for AAAWM Funded Programs. (last 2 pages, sections 2 and 3 as needed)

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**
none

**FINANCIAL ANALYSIS:**
Funding under this agreement totals $524,275 for FY 27, for programs Adult Day, Congregate Meals, Health Promotion, Home Delivered Meals, Homemaker Services, Respite Services, Senior Center Staffing, Transportation and NSIP.

**LEGAL REVIEW:**
none

**DEADLINE:**
AAAWM has requested we return these signed documents by September 30, 2026.

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**
I move to approve the request from the Commission on Aging Director, to add Board Chair Terence Frewen's signature to the FY 2027 agreements with AAAWM, and to add both the Chair's and Vice Chair's signatures to the Authorization of Signature document.

**DEPARTMENT HEAD RECOMMENDATION:**
I recommend all the agreements be signed. AAAWM funding and support is vital to our agency. Non-electronic signatures are required on the Authorization of Signature document.

[Please return these documents to ICCOA and we will return them tp our AAAWM Contract Administrator]

**ADMINISTRATOR'S RECOMMENDATION: Administrator Recommends Approval of this Request.**

# FY 2027 - 2029
# CONTRACT FOR SERVICES TO OLDER ADULTS UNDER TITLE III OF THE OLDER AMERICANS ACT AND/OR OLDER MICHIGANIANS ACT

This Contract is between the **Area Agency on Aging of Western Michigan, Inc.** ("AAAWM"), a Michigan non-profit corporation, whose address is 3215 Eaglecrest Drive NE, Grand Rapids, Michigan 49525, and **Ionia County Board of Commissioners** ("Service Partner"), a public agency, whose address is 101 W. Main Street, Ionia, MI 48846.

AAAWM has entered into a contract with the Michigan Department of Health and Human Services Bureau of Aging, community Living and Supports ("ACLS Bureau") for a grant under the Older Americans Act of 1965, as amended (the "Act").

AAAWM now desires to engage Service Partner to render certain service(s), in connection with the ACLS Bureau contract, which are listed on **Attachment II**. These services will assist AAAWM's accomplishment of activities set forth in its approved Area Plan.

**AAAWM and Service Partner mutually agree as follows:**

1. Authority to Enter Contract
Service Partner assures AAAWM that it possesses legal authority to enter into this Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of Service Partner's governing body authorizing an official representative to execute this Contract. Service Partner agrees to provide AAAWM with evidence it possesses legal authority upon request.

   Service Partner certifies that it has not been suspended, excluded or debarred by the U.S. government or the Department of Health and Human Services (DHHS) from receiving federal dollars. The Service Partner acknowledges they have been informed and are aware that the Area Agency on Aging of Western Michigan will periodically check OIG LEIS (Office of Inspector General List of Excluded Individuals/Entities) and SAM.gov for excluded individuals/entities. Debarment checks may be ran internally by AAAWM staff or externally by a contracted third-party vendor authorized to conduct these searches. Service Partners listed as suspended, excluded or debarred on OIG LEIS or SAM.gov are not allowed to contract for services with AAAWM.

2. Performance and Scope of Services
AAAWM shall administer, and Service Partner shall perform, the services listed on **Attachment II**, which are incorporated into and made a part of this Contract.

   Service Partner agrees to be bound by all of the policies, procedures, responsibilities, guidelines, terms, and conditions stated in the *Policies and Procedures Manual* (the "Manual"). Parts of the Manual are restated in this Contract for emphasis. However, the complete Manual, as updated, is incorporated into and made a part of this Contract. Service Partner acknowledges receiving a copy of the Manual. Where the terms of the Manual and Contract conflict, the terms of this Contract control.

   Service Partner will establish linkages with other area service providers, including volunteer organizations, for continuity of services especially to address the comprehensive range of needs any service recipient may present.

3. Client Eligibility

All persons who meet the criteria included in the Manual shall be eligible for services under this Contract. Preference will be given to providing services to older individuals with the greatest economic or social needs, with particular attention to low-income minority individuals.

A means test shall not be used to determine eligibility for, denial of, or limitation of services to an older person unless specifically required by state or federal law. Cost sharing by service recipients may be required for services as stated in the Manual.

4. Term

This Contract is for a period beginning on 10/01/2026 and ending on 09/30/2029.

5. Contract Modification

Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if done in writing with the document signed by an authorized person on behalf of AAAWM and Service Partner.

6. Payment

For providing services under this Contract, Service Partner shall receive up to **$489,832.00 (Four hundred eighty-nine thousand eight hundred thirty-two and 00/100 dollars)**. Reimbursement will be only for actual, reasonable and allowable costs under the terms of this Contract. Service Partner shall expend any and all payments solely for the purpose(s) specified in this Contract.

That the amount of Nutrition Services Incentive Program (NSIP) funds AAAWM agrees to pay, for the budget period October 1, 2026 - September 30, 2027, shall not exceed **$34,443.00 (Thirty-four thousand four hundred forty-three and 00/100 dollars).** NSIP funds shall only be used for raw food expenditures.

AAAWM may set-off against any amounts due under this Contract any amounts which are determined by AAAWM to have been disallowed costs or un-obligated funds under contracts between AAAWM and Service Partner.

The Service Budget/s, stated on Attachments I-A, I-B, I-C, I-D, I-E, I-F, I-G & I-H are incorporated into and made part of this Contract.

7. Local Match

Service Partner agrees to provide Local Match in the amount of **$48,983.00 (Forty-eight thousand nine hundred eighty-three and 00/100 dollars)**, as shown in the Service Budget/s Attachments I-A, I-B, I-C, I-D, I-E, I-F, I-G & I-H, dated 10/01/2026.

8. Audits

Service Partner, when receiving more than $300,000 total federal funding (as a legal entity), shall have an annual financial examination (i.e., audit, review, or agreed upon procedures) performed on Contract operations. Service Partner receiving up to $300,000 total federal funding shall have a financial examination performed at least every two (2) years on Contract operations.

The purpose of the financial examination shall be to determine the effectiveness of the financial management systems and internal procedures established by the Service Partner to meet the terms of this Contract. Financial examination findings and conclusions will be provided to AAAWM upon request.

Nothing in this section is intended to limit the right of AAAWM, ACLS Bureau, the federal government, or any of their authorized representatives to conduct financial examination of Service Partner's operations at any time and for any reason or for no reason at all.

9. Services Publicized
Services must be publicized to the population Service Partner plans to reach by using means most effective in reaching the target population. Upon request, Service Partner will provide AAAWM with copies of publication and promotional materials including, but not limited to, films, slides, books, reports, including reports, pamphlets, papers and articles. Any promotional materials, including social media, films, slides, books, reports, pamphlets, papers, or articles based on activities receiving support under the Contract shall contain acknowledgement of AAAWM, ACLS Bureau, and funding through State appropriations or the Older Americans Act, and a statement of compliance with Title VI of the Civil Rights Act.

Where activities under this Contract result in a book or other copyrighted material, the author is free to obtain a copyright, but AAAWM and ACLS Bureau reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all such material.

10. Property
Service Partner understands and agrees that title to all equipment and supplies acquired with grant support under this Contract shall remain vested in AAAWM and will never pass or vest in Service Partner. Service Partner agrees to secure prior written permission from AAAWM before any disposition of such equipment or supplies.

11. Recordkeeping
Service Partner agrees to record and maintain data and information about service recipients which are required by AAAWM. At a minimum, data about service recipients shall include the name, age, sex, race, estimated income, limitations of daily living activities, types of services received, and number of units of service received (by service category).

Service Partner agrees to collect statistical fiscal data on a regular basis and to provide fiscal statistical reports at times prescribed by, and in a format acceptable to AAAWM.

12. Access to Records
AAAWM, ACLS Bureau, Department of Community Health, Administration for Community Living (ACL), Controller General of the United States, or any of their authorized representatives shall have the right of access to any books, documents, papers, or other records of Service Partner, in order to make audits, examinations, excerpts, and transcripts, so long as such conforms to the HIPAA Privacy Act of 1974, as amended. The rights of access in this section shall last as long as the records are retained. Service Partner shall retain said records for at least six (6) years after the termination of this Agreement.

13. Confidentiality
Service Partner shall report service recipient information to AAAWM and AAAWM shall have access to the files, as necessary, to administer programs, so long as access conforms to the Privacy Act of 1974, as amended. Information about older persons collected in the conduct of Service Partner's responsibilities shall not be disclosed without the informed written consent of the service recipient or his/her legal representative, unless that disclosure is required by a court order or for program monitoring by authorized agencies. Such agencies are, in turn, bound to protect the confidentiality of service recipient information, and such access shall be in conformity with the HIPAA Privacy Act of 1974, as amended. Referrals to other agencies providing services must also have the service recipient's informed written consent.

14. Conflict of Interest
No officer, employee, or agent of Service Partner who acts in connection with carrying out services under this Contract shall participate in any decision, relating to this Contract, which would affect his/her personal interest or the interest of any corporation/partnership/association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest, direct or indirect, in the Contract or its proceeds.

15. Disclosure of Information

Service Partner shall submit to AAAWM all information requested by AAAWM including the names of persons with an ownership interest or a controlling interest in Service Partner and certain other disclosing entities. Service Partner shall also submit to AAAWM all information requested by AAAWM relating to Service Partner's past business transactions. AAAWM may, at its option, immediately terminate this Contract if Service Partner does not comply with this requirement.

16. General Compliance

Service Partner agrees to observe and comply with all applicable federal, state, county, and local laws, rules, regulations and licensing standards, all applicable accrediting standards, and any other criteria established by AAAWM, ACLS Bureau, Department of Community Health, ACL, and Controller General of the United States to assure quality of services.

17. Compliance with Civil Rights Laws

Service Partner shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, height, weight, or marital status. Breach of this provision of the Contract by Service Partner shall constitute a material breach of this Contract, and AAAWM shall be entitled to immediately terminate the Contract. Service Partner shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not be limited to, the Elliott-Larson Civil Rights Act, Title VII of the Civil Rights Act of 1964, and any amendments thereto, as they may apply to the performance of the Contract.

18. Safety

Service Partner shall at all times observe and comply with all federal, state and local laws, ordinances rules and regulations which may in any manner affect the safety of equipment or material used in accordance with this Contract, those employed to carry out the work, and the conduct of the work. Service Partner shall indemnify and hold AAAWM harmless against any claim or liability arising from the violation of these provisions.

19. Hold Harmless/Notification of Litigation

Service Partner agrees to indemnify and hold harmless AAAWM and its directors, officers, and employees from all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including reasonable attorney fees, resulting from, or arising out of, or in connection with this Contract. The provisions of this paragraph shall not apply to claims, lawsuits, settlements, judgments, costs, penalties and expenses caused by or resulting from the willful or negligent act or omissions of AAAWM, ACLS Bureau or any of their directors, officers or employees.

If Service Partner becomes involved with or is threatened with litigation, Service Partner shall immediately notify AAAWM in writing of the same.

20. Reduction or Termination of Contract

At its election, AAAWM shall have the right to immediately terminate this Contract or reduce the amount paid to Service Partner if:

(a) there is any alteration or change in the rules, regulations, laws, or policies that AAAWM and/or ACLS Bureau are subject to; or
(b) there is any termination or reduction in the allocation or allotment of funds provided to AAAWM for the purposes of this Contract.

The right to terminate this Contract or reduce the amount paid to Service Partner shall exist regardless of the cause for the same. The termination of the Contract or reduction in the amount paid to Service Partner shall take effect immediately upon receipt of written notice sent by AAAWM to Service Partner, unless a different effective date is specified in the notice.

AAAWM shall have the right to terminate this Contract upon written notice, in whole or in part, if Service Partner fails to fulfill its obligations under this Contract or if Service Partner violates any of the covenants, agreements, or stipulations of this Contract. Service Partner will have thirty (30) days to cure any such failure or violation. If Service Partner fails to cure within the thirty (30) day period, the Contract will immediately terminate.

Service Partner, for adequate cause, may terminate this Contract at any time by giving written notice to AAAWM at least thirty (30), preferably ninety (90), calendar days before the effective date of such termination and specifying the effective date.

21. Closeout
When the Contract is concluded or terminated, Service Partner shall provide AAAWM, within sixty (60) days (unless otherwise notified) after conclusion or termination, with all financial performance and other reports required as a condition of the Contract. AAAWM will make payments to Service Partner for allowable reimbursable costs, as determined by AAAWM, not covered by previous payments.

22. Disputes
Service Partner shall notify AAAWM, in writing, of its intent to pursue any claim against AAAWM for breach of Contract. No suit may be commenced by Service Partner for breach of Contract prior to the expiration of sixty (60) calendar days from the date of such notification. Within this sixty (60) calendar day period, Service Partner, at the request of AAAWM, must meet with the Director of AAAWM for the purpose of attempting resolution of the dispute.

23. Independent Contractor
It is agreed that Service Partner is, for all purposes arising out of this Contract, an Independent Contractor, and shall not be deemed an agent or employee of AAAWM or ACLS Bureau.

24. Assignment or Subcontract
Service Partner shall not assign this Contract or enter into Subcontracts with additional parties without obtaining prior written approval from AAAWM.

25. Indemnity
Service Partner agrees to maintain and provide proof of such insurance as will fully protect Service Partner and AAAWM from any and all claims under The Workmen's Compensation Act or employer's liability laws and from any and all other claims, for damage to property or for personal injury, including death, which may arise from operations carried on under this Contract, either by Service Partner, any Subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

Service Partner shall exonerate, indemnify, and hold AAAWM harmless, from and against, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to Service Partner and its employees. AAAWM shall not be held liable for any liabilities, penalties, forfeitures, or for any damage to the goods, property or effects of the Service Partner, or for any other persons, not for personal injury to or death of them, caused by or resulting from any negligent act or omission of the Service Partner.

Service Partner further agrees to indemnify and hold harmless AAAWM and its agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expense including attorney's fees, incurred by AAAWM on account of any claim therefore.

Service Partner agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Service Partner shall indemnify and hold AAAWM harmless from all claims arising by reason of the work done or by reason of any act or omission of Service Partner.

Service Partner shall, throughout the period of this Contract, provide public liability and property damage insurance covering all operations of Service Partner, its agents and employees, including, but not limited to, premises and automobiles. Said policies shall provide for a thirty (30), preferably ninety (90), calendar day written notice to AAAWM of any cancellation or material changes.

If Service Partner is not a unit of government, it must carry adequate Fidelity Bond coverage for activities under this Contract. Upon request, Service Partner agrees to provide AAAWM with proof of insurance coverage required under this Section.

26. Continuing Right of Enforcement
The failure of either of the parties to this Contract to insist on the performance of any of the terms and conditions of the Contract, or the waiver of any breach of any of the terms and conditions of the Contract, shall not be construed as waiving any such terms and conditions. The terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The failure of AAAWM to enforce any of the provisions of this Contract, or to require performance by Service Partner of any of the provisions, shall in no way be construed a waiver of such provisions, nor in any way affect the validity of this Contract, or the right of AAAWM to enforce each and every provision.

27. Liability for Damages and Disallowed Costs
Notwithstanding any term or condition of this Contract to the contrary, Service Partner shall not be relieved of liability to AAAWM for damages sustained by AAAWM by virtue of any breach of the Contract by Service Partner, or by any disallowed cost. AAAWM shall have the right to demand of Service Partner the return of any Contract funds used for such disallowed costs and Service Partner agrees to comply with such demand.

28. Notice and Entire Agreement
All notices under any provision of this Contract shall be deemed to be properly served if delivered in writing personally, or sent by first class or certified mail. Any mailed notice shall be deemed effective upon mailing. Notices to AAAWM and Service Partner shall be addressed to:

AAAWM:
Area Agency on Aging of Western Michigan, Inc.
3215 Eaglecrest Dr. NE
Grand Rapids, MI 49525
Attention: Kendrick Heinlein, Executive Director

SERVICE PARTNER:
Ionia County Commission on Aging
101 W. Main Street
Ionia, MI 48846
Attention: Carol Hanulcik, Director

29. Governing Law
This Contract shall be governed by Michigan law without regard to principles of conflict of law. Any litigation between the parties relating to the Contract shall be brought in the federal or state courts in or covering Kent County, Michigan.

This Contract, together with the following attachments, constitutes the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind proceeding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

Attachment I - Service Budget(s)
Attachment II - Service Funding Distribution Chart
Attachment III - Reprogramming and Redistribution Policy
Attachment IV - Assurance of Compliance with Applicable Laws
Attachment V - Authorization of Signature Form

[Signature Page Follows]

SIGNATURE PAGE

Area Agency on Aging of Western Michigan, Inc.

By: William Routley ______________________ Date: 8/24/26
Bill Routley, Chairperson

Service Partner: Ionia County Board of Commissioners

By: ______________________ Date: ______________________
Authorized Signature

Name: ______________________

Title: ______________________

Approved as to Administrative Form

By: ______________________ Date: 8/25/2026
Kendrick Heinlein, Chief Executive Officer
Area Agency on Aging of Western Michigan, Inc.

# UNIT RATE BUDGET

## Older Americans Act FY2027

**Partner:** Ionia County Commission on Aging

**Service:** Adult Day Services

**Date:** 10/01/2026 **Budget Period:** 10/1/26-9/30/27

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | |
|---|---|---|
| **I. FUNDING SUMMARY** | | |
| 1. | Federal / State Funds Awarded | $23,500 |
| 2. | One-time Funds Awarded | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | **$23,500** |
| **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | | |
| 4. | Administration & Fundraising Expenses | $2.35 |
| 5. | Direct Service Cost | $19.25 |
| 6. | Equipment & Supplies | $0.22 |
| 7. | Other (Occupancy, Communication, etc.) | $1.15 |
| 8. | Total Cost BEFORE Match: | $22.97 |
| 9. | Less 10% Unit Match | $2.30 |
| **10.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | **$20.67** |
| **III. OTHER RESOURCES** | | |
| 11. | Projected Cost Share | |
| 12. | Projected Program Income | $2,250 |

| | | | | |
|---|---|---|---|---|
| **IV. LOCAL MATCH** **Required Match Amount: $2,350** | | | | |
| | Source of Local Match | Cash | In-Kind | Total |
| 13. | Senior Millage | $2,350 | | $2,350 |
| 14. | | | | $0 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| **17.** | **Total Match:** | **$2,350** | **$0** | **$2,350** |
| (total match on line 17 must be equal to/greater than Required Match Amount above) | | | | |

| | | |
|---|---|---|
| **V. UNITS & CLIENTS** | | |
| 18. | Total Number of Units to be Provided | 1,137.00 |
| 19. | Estimated Number of Clients to Receive Service | 30 |

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**

Portion of wages for managing staff, client donations/income collection, documentation, reporting.

**B. Direct Service Cost:**

Direct care staff wages/benefits, meals/snacks, transportation, assessments, service plan development, training.

**C. Equipment & Supplies:**

Program supplies.

**D. Other:**

Facility/utilities cost.

# UNIT RATE BUDGET

## Older Americans Act FY2027

**Partner:** Ionia County Commission on Aging

**Service:** Congregate Meals

**Date:** 10/01/2026 **Budget Period:** 10/1/26-9/30/27

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | | | |
|---|---|---|---|---|
| **I. FUNDING SUMMARY** | | | | |
| 1. | Federal / State Funds Awarded | | | $61,222 |
| 2. | One-Trime Funds Awarded | | | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | | | **$61,222** |
| **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | | | | |
| 4. | Administration & Fundraising Expenses | | | $1.05 |
| 5. | Delivery & Direct Service Cost | | | $5.75 |
| 6. | Raw Food | | | $3.00 |
| 7. | Other (Occupancy, Communication, etc.) | | | $0.21 |
| 8. | Total Cost BEFORE: | | | $10.01 |
| 9. | Less Program Income | | | $2.22 |
| 10. | Less NSIP | | | $0.45 |
| 11. | Less 10% Unit Match | | | $0.67 |
| **12.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | | | **$6.68** |
| **III. OTHER RESOURCES** | | | | |
| 13. | Projected Program Income | | | $20,362 |
| **IV. LOCAL MATCH** Required Match Amount: $6,122 | | | | |
| | Source of Local Match | Cash | In-Kind | Total |
| 14. | Senior Millage | $6,122 | | $6,122 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| 17. | | | | $0 |
| **18.** | **Total Match:** | **$6,122** | **$0** | **$6,122** |
| (total match on line 19 must be equal to/greater than Required Match Amount above) | | | | |
| **V. UNITS & CLIENTS** | | | | |
| 19. | Total Number of Units to be Provided | | | 9,172.00 |
| 20. | Estimated Number of Clients to Receive Service | | | 500 |

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**

Portion of Nutrition Director salary and admin support.

**B. Direct Service Cost:**

Site hoste wages, food prep costs, packaging.

**C. Raw Food**

Food cost.

**D. Other:**

Occupancy, license fees.

# UNIT RATE BUDGET

## Older Americans Act FY2027

**Partner:** Ionia County Commission on Aging

**Service:** Health Promotion (Evidenced-based)

**Date:** 10/01/2026 **Budget Period:** 10/1/26-9/30/27

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | |
|---|---|---|
| **I. FUNDING SUMMARY** | | |
| 1. | Federal / State Funds Awarded | $7,000 |
| 2. | One-time Funds Awarded | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | **$7,000** |
| **II. UNIT COST ANALYSIS** (Use Dollars and Cents - 2 decimal places) | | |
| **A.** | **Arthritis Exercise Program** | |
| 1. | Administration & Fundraising Expenses | $3.56 |
| 2. | Direct Service Cost | $32.04 |
| 3. | Equipment & Supplies | $0.00 |
| 4. | Other (Occupancy, Communication, etc.) | $0.00 |
| 5. | Total Cost BEFORE Match: | $35.60 |
| 6. | Less 10% Unit Match | $3.56 |
| **7.** | **Arthritis Exercise Program Unit Rate to be Paid by AAAWM:** | **$32.04** |
| 8. | Total Number of Units to be Provided | 75.00 |
| 9. | Estimated Number of Clients to Receive Service | 60 |
| **B.** | **Drums Alive** | |
| 1. | Administration & Fundraising Expenses | $3.60 |
| 2. | Direct Service Cost | $32.38 |
| 3. | Equipment & Supplies | $0.00 |
| 4. | Other (Occupancy, Communication, etc.) | $0.00 |
| 5. | Total Cost BEFORE Match: | $35.98 |
| 6. | Less 10% Unit Match | $3.60 |
| **7.** | **Drums Alive Unit Rate to be Paid by AAAWM:** | **$32.38** |
| 8. | Total Number of Units to be Provided | 10.00 |
| 9. | Estimated Number of Clients to Receive Service | 15 |
| **C.** | **EnhanceFitness** | |
| 1. | Administration & Fundraising Expenses | $3.60 |
| 2. | Direct Service Cost | $32.38 |
| 3. | Equipment & Supplies | $0.00 |
| 4. | Other (Occupancy, Communication, etc.) | $0.00 |
| 5. | Total Cost BEFORE Match: | $35.98 |
| 6. | Less 10% Unit Match | $3.60 |
| **7.** | **EnhanceFitness Unit Rate to be Paid by AAAWM:** | **$32.38** |
| 8. | Total Number of Units to be Provided | 201.00 |
| 9. | Estimated Number of Clients to Receive Service | 100 |

| | | |
|---|---|---|
| **D.** | **Matter of Balance** | |
| 1. | Administration & Fundraising Expenses | $120.37 |
| 2. | Direct Service Cost | $876.37 |
| 3. | Equipment & Supplies | $114.37 |
| 4. | Other (Occupancy, Communication, etc.) | $0.00 |
| 5. | Total Cost BEFORE Match: | $1,111.11 |
| 6. | Less 10% Unit Match | $111.11 |
| **7.** | **Matter of Balance** **Unit Rate to be Paid by AAAWM:** | **$1,000.00** |
| 8. | Total Number of Units to be Provided | 1.00 |
| 9. | Estimated Number of Clients to Receive Service | 12 |

| | | |
|---|---|---|
| **D.** | **Tai Chi** | |
| 1. | Administration & Fundraising Expenses | $4.67 |
| 2. | Direct Service Cost | $42.00 |
| 3. | Equipment & Supplies | $0.00 |
| 4. | Other (Occupancy, Communication, etc.) | $0.00 |
| 5. | Total Cost BEFORE Match: | $46.67 |
| 6. | Less 10% Unit Match | $4.67 |
| **7.** | **Tai Chi** **Unit Rate to be Paid by AAAWM:** | **$42.00** |
| 8. | Total Number of Units to be Provided | 73.00 |
| 9. | Estimated Number of Clients to Receive Service | 50 |

## III. OTHER RESOURCES

| | | |
|---|---|---|
| 1. | Projected Program Income | $6,300 |

## IV. LOCAL MATCH

**Required Match Amount: $700**

| | Source of Local Match | Cash | In-Kind | Total |
|---|---|---|---|---|
| 1. | Senior Millage | $700 | | $700 |
| 2. | | | | $0 |
| 3. | | | | $0 |
| 4. | | | | $0 |
| **5.** | **Total Match:** | **$700** | **$0** | **$700** |

(total match on line 5 must be equal to/greater than Required Match Amount above)

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**

Wages/benefits for time spent on documentation/data entry, client donations, outreach and promotion.

**B. Direct Service Cost:**

Wages/benefits for class instruction, set up, mileage reimbursement, training.

**C. Equipment & Supplies:**

Class supplies.

**D. Other:**

OAA 61.54 - 27.1 Attachment I-D

# UNIT RATE BUDGET

## Older Americans Act FY2027

**Partner:** Ionia County Commission on Aging

**Service:** Home Delivered Meals

**Date:** 10/01/2026 **Budget Period:** 10/1/26-9/30/27

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | | | |
|---|---|---|---|---|
| **I. FUNDING SUMMARY** | | | | |
| 1. | Federal / State HDM Funding | | | $259,492 |
| 2. | Federal / State Caregiver Funding | | | $3,618 |
| **3.** | **TOTAL AAAWM FUNDING:** | | | **$263,110** |
| **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | | | | |
| 4. | Administration & Fundraising Expenses | | | $1.00 |
| 5. | Delivery & Direct Service Cost | | | $4.50 |
| 6. | Raw Food | | | $2.47 |
| 7. | Other (Occupancy, Communication, etc.) | | | $0.05 |
| 8. | Total Cost BEFORE: | | | $8.02 |
| 9. | Less Program Income | | | $1.60 |
| 10. | Less NSIP | | | $0.45 |
| 11. | Less 10% Unit Match | | | $0.54 |
| **12.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | | | **$5.43** |
| **III. OTHER RESOURCES** | | | | |
| 13. | Projected Program Income | | | $76,462 |
| **IV. LOCAL MATCH** **Required Match Amount: $26,311** | | | | |
| | Source of Local Match | Cash | In-Kind | Total |
| 14. | Senior Millage | $26,311 | | $26,311 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| 17. | | | | $0 |
| **18.** | **Total Match:** | **$26,311** | **$0** | **$26,311** |
| (total match on line 19 must be equal to/greater than Required Match Amount above) | | | | |
| **V. UNITS & CLIENTS** | | | | |
| 19. | Total Number of Units to be Provided | | | 47,789.00 |
| 20. | Estimated Number of Clients to Receive Service | | | 500 |

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**

Portion of Nutrition Director and Admin Aide salaries for supervision, data entry, recruiting.

**B. Direct Service Cost:**

Wages for drivers, cooks, assessments, delivery expenses, packaging.

**C. Raw Food**

Food cost.

**D. Other:**

Memberships, license fees, software cost, fundraising, kitchen maintenance.

# UNIT RATE BUDGET

## Older Americans Act FY2027

**Partner:** Ionia County Commission on Aging

**Service:** Homemaker

**Date:** 10/01/2026 **Budget Period:** 10/1/26-9/30/27

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | | | |
|---|---|---|---|---|
| **I. FUNDING SUMMARY** | | | | |
| 1. | Federal / State Funds Awarded | | | $60,000 |
| 2. | One-time Funds Awarded | | | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | | | **$60,000** |
| **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | | | | |
| 4. | Administration & Fundraising Expenses | | | $2.00 |
| 5. | Direct Service Cost | | | $20.94 |
| 6. | Equipment & Supplies | | | $0.00 |
| 7. | Other (Occupancy, Communication, etc.) | | | $0.05 |
| 8. | Total Cost BEFORE Match: | | | $22.99 |
| 9. | Less 10% Unit Match | | | $2.30 |
| **10.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | | | **$20.69** |
| **III. OTHER RESOURCES** | | | | |
| 11. | Projected Cost Share | | | |
| 12. | Projected Program Income | | | $16,250 |
| **IV. LOCAL MATCH** **Required Match Amount: $6,000** | | | | |
| | Source of Local Match | Cash | In-Kind | Total |
| 13. | Senior Millage | $6,000 | | $6,000 |
| 14. | | | | $0 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| **17.** | **Total Match:** | **$6,000** | **$0** | **$6,000** |
| (total match on line 17 must be equal to/greater than Required Match Amount above) | | | | |
| **V. UNITS & CLIENTS** | | | | |
| 18. | Total Number of Units to be Provided | | | 2,900.00 |
| 19. | Estimated Number of Clients to Receive Service | | | 200 |

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**

Portion of administrative wages for In Home Services Director for scheduling, donation requests, documentation, recruiting.

**B. Direct Service Cost:**

Aide wages, benefits, supplies, mileage, plus a portion of caseworker wages and mileage for assessments.

**C. Equipment & Supplies:**

**D. Other:**

Portion of cost for agency-issued cell phones.

# UNIT RATE BUDGET
## Older Americans Act FY2027

**Partner:** Ionia County Commission on Aging

**Service:** Respite

**Date:** 10/01/2026 **Budget Period:** 10/1/26-9/30/27

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | |
|---|---|---|
| **I. FUNDING SUMMARY** | | |
| 1. | Federal / State Funds Awarded | $35,000 |
| 2. | One-time Funds Awarded | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | **$35,000** |
| **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | | |
| 4. | Administration & Fundraising Expenses | $2.00 |
| 5. | Direct Service Cost | $20.94 |
| 6. | Equipment & Supplies | $0.00 |
| 7. | Other (Occupancy, Communication, etc.) | $0.05 |
| 8. | Total Cost BEFORE Match: | $22.99 |
| 9. | Less 10% Unit Match | $2.30 |
| **10.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | **$20.69** |
| **III. OTHER RESOURCES** | | |
| 11. | Projected Cost Share | |
| 12. | Projected Program Income | $7,500 |

**IV. LOCAL MATCH**

**Required Match Amount: $3,500**

| | Source of Local Match | Cash | In-Kind | Total |
|---|---|---|---|---|
| 13. | Senior Millage | $3,500 | | $3,500 |
| 14. | | | | $0 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| **17.** | **Total Match:** | **$3,500** | **$0** | **$3,500** |

(total match on line 17 must be equal to/greater than Required Match Amount above)

| | | |
|---|---|---|
| **V. UNITS & CLIENTS** | | |
| 18. | Total Number of Units to be Provided | 1,692.00 |
| 19. | Estimated Number of Clients to Receive Service | 50 |

# VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**

Portion of administrative wages for In-Home Services Director for scheduling, income/cost share, documentation, recruiting.

**B. Direct Service Cost:**

Aide wages, benefits, supplies, mileage, plus a portion of caseworker wages and mileage for assessments.

**C. Equipment & Supplies:**

**D. Other:**

Portion of cost for agency-issued cell phones.

# UNIT RATE BUDGET

## Older Americans Act FY2027

**Partner:** Ionia County Commission on Aging

**Service:** Senior Center Staffing

**Date:** 10/01/2026 **Budget Period:** 10/1/26-9/30/27

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | |
|---|---|---|
| **I. FUNDING SUMMARY** | | |
| 1. | Federal / State Funds Awarded | $5,000 |
| 2. | One-time Funds Awarded | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | **$5,000** |
| **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | | |
| 4. | Administration & Fundraising Expenses | $0.60 |
| 5. | Direct Service Cost | $17.01 |
| 6. | Equipment & Supplies | $0.00 |
| 7. | Other (Occupancy, Communication, etc.) | $0.00 |
| 8. | Total Cost BEFORE Match: | $17.61 |
| 9. | Less 10% Unit Match | $1.76 |
| **10.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | **$15.85** |
| **III. OTHER RESOURCES** | | |
| 11. | Projected Program Income | |
| 12. | Other Resources | $3,500 |

| | | | | |
|---|---|---|---|---|
| **IV. LOCAL MATCH** **Required Match Amount: $500** | | | | |
| | Source of Local Match | Cash | In-Kind | Total |
| 13. | Senior Millage | $500 | | $500 |
| 14. | | | | $0 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| **17.** | **Total Match:** | **$500** | **$0** | **$500** |
| (total match on line 17 must be equal to/greater than Required Match Amount above) | | | | |

| | | |
|---|---|---|
| **V. UNITS & CLIENTS** | | |
| 18. | Total Number of Units to be Provided | 315.00 |
| 19. | Estimated Number of Clients to Receive Service | 1,000 |

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**
Admin cost for planning and scheduling programming.

**B. Direct Service Cost:**
Staff wages.

**C. Equipment & Supplies:**

**D. Other:**

# UNIT RATE BUDGET
## Older Americans Act FY2027

**Partner:** Ionia County Commission on Aging

**Service:** Transportation (Assisted)

**Date:** 10/01/2026 **Budget Period:** 10/1/26-9/30/27

**Prepared by:** Carol Hanulcik

**(Use whole dollar amounts unless otherwise specified)**

| | | |
|---|---|---|
| | **I. FUNDING SUMMARY** | |
| 1. | Federal / State Funds Awarded | $35,000 |
| 2. | One-time Funds Awarded | $0 |
| **3.** | **TOTAL AAAWM FUNDING:** | **$35,000** |
| | **II. UNIT COST ANALYSIS** (Per Unit: Dollars and Cents - 2 decimal places) | |
| 4. | Administration & Fundraising Expenses | $5.55 |
| 5. | Direct Service Cost | $24.36 |
| 6. | Equipment & Supplies | $0.27 |
| 7. | Other (Occupancy, Communication, etc.) | $0.25 |
| 8. | Total Cost BEFORE Match: | $30.43 |
| 9. | Less 10% Unit Match | $3.04 |
| **10.** | **Unit Rate to be Paid by AAAWM to Service Partner:** | **$27.39** |
| | **III. OTHER RESOURCES** | |
| 11. | Projected Cost Share | |
| 12. | Projected Program Income | $1,600 |

| | | | | |
|---|---|---|---|---|
| | **IV. LOCAL MATCH** **Required Match Amount: $3,500** | | | |
| | Source of Local Match | Cash | In-Kind | Total |
| 13. | Senior Millage | $3,500 | | $3,500 |
| 14. | | | | $0 |
| 15. | | | | $0 |
| 16. | | | | $0 |
| **17.** | **Total Match:** | **$3,500** | **$0** | **$3,500** |
| | (total match on line 17 must be equal to/greater than Required Match Amount above) | | | |

| | | |
|---|---|---|
| | **V. UNITS & CLIENTS** | |
| 18. | Total Number of Units to be Provided | 1,278.00 |
| 19. | Estimated Number of Clients to Receive Service | 60 |

## VI. PROGRAM COST NARRATIVE

*(Complete this section by describing the basis for unit rate expenses in each category)*

**A. Administration & Fundraising:**
Budgeting, driver scheduling, grant writing, recruiting, data entry.

**B. Direct Service Cost:**
Staff wages or volunteer stipend or mileage, client intake and trip scheduling, fuel costs, maintenance.

**C. Equipment & Supplies:**
Software expense, service fees for tablets.

**D. Other:**
Communication costs.

**Contract No. 61.54 – FY27.1** **Attachment II**

Area Agency on Aging of Western Michigan
Older Americans Act (OAA) Funding Distribution Schedule
Contract Period: October 1, 2026 – September 30, 2027

**Funding as of:** **October 1, 2026**

**Partner:** **Ionia County Commission on Aging**

| **Service:** | **Funding Source** | **CFDA** | **Award Amount** |
|---|---|---|---|
| 1 Adult Day | Title IIIE | 93.052 | $3,500 |
| | Tobacco | N/A | $20,000 |
| | | **Total for Service:** | **$23,500** |
| 2 Congregate Meals | Title IIIC-1 | 93.045 | **$61,222** |
| 3 Health Promotion (Evidenced-based) | Title IIID | 93.043 | **$7,000** |
| 4 Home Delivered Meals | Title IIIC-2 | 93.045 | $179,492 |
| | Title IIIE | 93.052 | $3,618 |
| | State HDM | N/A | $80,000 |
| | | **Total for Service:** | **$263,110** |
| 5 Homemaker | State In Home | N/A | **$60,000** |
| 6 Respite | Title IIIE | 93.052 | $5,000 |
| | State Respite Care | N/A | $22,217 |
| | Tobacco | N/A | $7,783 |
| | | **Total for Service:** | **$35,000** |
| 7 Senior Center Stafffing | Title IIIB | 93.044 | **$5,000** |
| 8 Transportation (Assisted) | Title IIIB | 93.044 | **$35,000** |
| 9 NSIP* | NSIP* | 93.053 | **$34,443** |

**Total Funding:** **$524,275**

*The NSIP amount is only an approximation. We do not expect NSIP funding to be finalized by the state until September of 2027.

Attachment III

AREA AGENCY ON AGING OF WESTERN MICHIGAN, INC.

REPROGRAMMING & REDISTRIBUTION POLICY

Definitions

"Reprogramming" means the process of a Service Partner making a change in a service budget or transferring money between service categories as a result of under spending or under serving. Reprogramming refers to the method by which a Service Partner that is under spending or under serving is able to develop a plan to expend the unspent amount(s) as a one-time expense related to the service in question or a different service.

"Capture" means the process of AAAWM reducing a Service Partner's allocation if the Service Partner is unable to develop a reasonable and sound Reprogramming plan.

"Redistribution" means the process of AAAWM reallocating Captured funds to another Service Partner.

REPROGRAMMING & REDISTRIBUTION

A Service Partner shall be considered for Reprogramming, when that Service Partner's spending is ten percent (10%) below the funding level or (10%) ten percent underserved at midyear of the contract.

If at the end of the first six (6) months of a budget year, a Service Partner is found to be under serving or under spent by ten percent (10%) or more, the Service Partner may be required to provide an explanation and a Reprogramming plan to catch up. If the Service Partner is unable to develop a reasonable and sound Reprogramming plan for spending the under spent funds, these funds can be Captured by AAAWM for Redistribution to another Service Partner.

If at the end of the first nine (9) months of a budget year, a Service Partner is found to be under serving or under spent by ten percent (10%) or more, the Service Partner shall be required to provide an explanation and a Reprogramming plan to catch up. If the Service Partner is unable to develop a reasonable and sound Reprogramming plan for spending the under spent funds, these funds will be Captured by AAAWM for Redistribution to another Service Partner.

When funds have been determined eligible for Reprogramming or Redistribution, AAAWM staff shall attempt to verify the rate of under spending/under serving. After verifying the rate of under spending/under serving, AAAWM may determine that funds should be Captured; however, final decision rests with the AAAWM Board of Directors. If funds are to be Captured, the following procedure will be followed:

1. The Service Partner must be notified in writing at least ten (10) calendar days prior to the Board of Directors meeting, at which time the Capture issue will be considered.

2. If the Service Partner disagrees with the need for Capture, written explanation of that disagreement must be received by AAAWM at least two (2) working days prior to the Board of Directors meeting.

3. Reasons for and against Capture in each case will then be presented to the Board of Directors concurrently. Decisions of the Board of Directors relative to Capture are final and binding upon the Service Partner.

4. Funds which are not spent as a result of contract termination will automatically be Captured.

Procedures for Redistribution of Captured Funds

Requirements for Service Partners wishing to be considered for Captured funds are delineated below in accordance with the nature of the applicant.

| Application Type | Application Requirements |
|---|---|
| 1. Current Service Partners desire additional funds for currently funded services. | a. Narrative explaining why added funds are needed and how added funds will be used.<br>b. A budget for the additional funds.<br>c. Confirmation of added Local Match. |
| 2. Current Service Partners desire funds for a new service. | Submission of an abbreviated application provided by AAAWM. |
| 3. New Service Partners | Submission of a complete proposal. |

It should be noted that all requests for additional funds will be considered carefully in view of their implications for total service capacity in future years. That is, AAAWM shall not begin or expand services beyond the level which can be realistically maintained for the following year. Bearing this in mind, applicants should plan to utilize additional funds for one time or temporary costs whenever possible (i.e., purchase of equipment, temporary labor, or one-time publicity printing). The decision to grant or deny an application for Captured funds is at the sole discretion of AAWM.

Finally, ongoing communication between AAAWM and the Service Partner is crucial to effectively implement the Reprogramming and Redistribution Policy. AAAWM staff will contact Service Partners if there are inconsistencies in the monthly/quarterly reports or if over or under spending/serving is apparent. Service Partners shall promptly alert AAAWM staff under the following circumstances:

1. If problems are experienced in the management of funds, including bookkeeping and reporting.

2. If under spending/under serving is occurring and the Service Partner wishes to spend the money in another manner for the same service.

3. If the Service Partner requires more funds for a service and wishes to be considered a candidate for the Redistributed funds acquired by AAAWM through the Capture process.

Priority, when possible, will be placed on keeping funds in the same service for the same Service Partner for which those funds were originally contracted.

## ASSURANCE OF COMPLIANCE WITH APPLICABLE LAWS

*Partners shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract with the Area Agency on Aging of Western Michigan, Inc. ("AAAWM") so far as they applicable to the services provided. Without limiting the generality of the foregoing, Partners expressly agree to comply with the following standards, laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract and to the Partner.*

**Service Program Standards**
The Department of Community Health has issued standards for the MI Choice Waiver program. These standards identify the responsibilities and requirements associated with being a waiver agent or contracted service partner. The standards are broken down into three categories: (1) General operating standards for waiver agents and their contracted service partners, (2) General operating standards for MI Choice waiver service partners, and (3) Specific operating standards for MI Choice Waiver service partners.

**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**
The undersigned HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29.U.S.C. 794), all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation (45.C.F.R. 84(a)) the partner gives this assurance in consideration of and for the purpose of obtaining any and all grants, loans, contracts (except procurement contracts of insurance or guaranty), property, discounts, or other financial assistance made after such date on applications for financial assistance that were approved before such date. The partner recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the Michigan Aging and Adult Services Agency (AASA) will have the right to enforce this assurance through lawful means and that failure to comply with section 504 of the Rehabilitation Act of 1973 may result in termination or Capture and Redistribution. This assurance is binding on the partner, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipient. This assurance obligates the partner for the period during which Federal financial assistance is extended to it by the Michigan Office of Services to the Aging or, where the assistance is in the form of real or personal property for the period provided for in 84.5(b) or the regulation (45.C.F.R. 84.5(b)).

**Assurance of Compliance with the Equal Opportunity Executive Orders, Department of Health, Education & Welfare Regulation Under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights act of 1976, Elliott-Larsen Civil Rights Act of 1976.**

The undersigned HEREBY AGREES THAT it will comply with the Equal Opportunity requirements of Executive Order 1979-4 issued by the Governor September 7, 1979; Executive Order 1983-4 issued by the Governor March 3, 1983; the Michigan Civil Rights Act, P.A. 453 of 1976, as amended; the Michigan Handicappers' Civil Rights Act, P.A. 220 of 1976, as amended; and the Americans with Disabilities Act, P.L. 101-336, 1990; Title VI of the Civil Rights Act of 1964 (P.L. 88-52), the Michigan Handicapper's Civil Rights Act of 1975 (P.S. 220), and the Elliott-Larsen civil Rights Act of 1975 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of

Health and Human Services (45.C.F.R. Part 80) issued pursuant to that title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the undersigned receives Federal or state financial assistance from AAAWM, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal or state financial assistance extended to the undersigned, this Assurance shall obligate the undersigned, or in the case of any transfer of such property, any transferee, for the period during which said real property or structure is used for a purpose for which Federal or state financial assistance is extended or for another purpose involving the provision of similar services or benefits. This Assurance further certifies that the undersigned has no commitments or obligations which are inconsistent with compliance with these and any other pertinent Federal or state regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations, and all activities shall not run counter to the purpose and intent of this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal or state grants, loans, contracts, property, discounts, or other Federal or state grants, loans, contracts, property, discounts or other Federal or state financial assistance extended after the date hereof to the undersigned by AAAWM including installment payments after such date on account of applications for Federal financial assistance which were received before such date. The undersigned recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that AAAWM or the United States or both shall have the right to seek judicial enforcement of this Assurance or termination or Capture and Redistribution. This Assurance is binding on the undersigned, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the undersigned.

| | | |
|---|---|---|
| ______________________ | ______________ | ______________ |
| Authorized Signature | Title | Date |

______________________

Full Name (Type or Print)

Contract Period: October 1, 2026 – September 30, 2027

**AUTHORIZATION OF SIGNATURE FOR AAAWM FUNDED PROGRAMS**

1. Name of Service Partner: Ionia County Commission on Aging

**Individuals authorized to sign documents on behalf of Partner:**

*(handwritten signatures only; circle all permissions that apply for each signer)*

2. Signatures, Typed Names/Titles:

| | |
|---|---|
| **1. Signature:** | **2. Signature:** |
| Name Terence Frewen | Name Gordon Kelley |
| Title Board Chair | Title Vice-Chair |
| Contracts Contract Amendments Financial Reports Service Reports | Contracts Contract Amendments Financial Reports Service Reports |
| **3. Signature:** Carol Hanulcik | **4. Signature:** EG |
| Name Carol Hanulcik | Name Emily Gray |
| Title ICCOA Director | Title DCS/ADS Director |
| Contracts Contract Amendments Financial Reports Service Reports | Contracts Contract Amendments Financial Reports Service Reports |

3. I certify that the signature(s) above is/are of the individual(s) authorized to sign documents *as specified* on behalf of Service Partner.

Signature of Board Chairperson /Owner ____________________ Date ____________________

Typed Name Terence Frewen Title Board Chair

Note: The submitted form is valid for one year.
**It is the Service Partner's responsibility to notify AAAWM of any changes.**

Contract Period: October 1, 2026 – September 30, 2027

# AUTHORIZATION OF SIGNATURE FOR AAAWM FUNDED PROGRAMS

1. Name of Service Partner: Ionia County Commission on Aging

| **Individuals authorized to sign documents on behalf of Partner:** |
|---|
| *(handwritten signatures only; circle all permissions that apply for each signer)* |

2. Signatures, Typed Names/Titles:

| | |
|---|---|
| **1. Signature:** | **2. Signature:** |
| Name Joanna Urban | Name |
| Title Nutrition Program Director | Title |
| ~~Contracts~~ ~~Contract Amendments~~ Financial Reports Service Reports | Contracts Contract Amendments Financial Reports Service Reports |
| **3. Signature:** | **4. Signature:** |
| Name | Name |
| Title | Title |
| Contracts Contract Amendments Financial Reports Service Reports | Contracts Contract Amendments Financial Reports Service Reports |

3. I certify that the signature(s) above is/are of the individual(s) authorized to sign documents *as specified* on behalf of Service Partner.

Signature of Board Chairperson /Owner

Date

Typed Name Terence Frewen Title Board Chair

Note: The submitted form is valid for one year.
**It is the Service Partner's responsibility to notify AAAWM of any changes.**

# Ionia County Commission on Aging
# Request for Discussion/Action

Ionia County Commission on Aging requests ratification of agency signature on MDOT Agreement 2027-0094
September 8, 2026

**CONTACT:**
Carol Hanulcik, Director

**DESCRIPTION:**
This agreement makes federal and/or state grant funds available to the Ionia County Commission on Aging for the costs of eligible public transportation projects, setting forth the terms and conditions for any and all project authorizations to be carried out by ICCOA.

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**
ICCOA's Transportation Program benefits clients from other local agencies.

**FINANCIAL ANALYSIS:**
This agreement does not in itself award funding. Separate project authorizations will follow as approved and issued based on our FY 2027 application.

**LEGAL REVIEW:**
Click here to enter text.

**DEADLINE:**
Click here to enter text.

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**
I move to approve the request of the ICCOA Director, to ratify agency's signature on MDOT Agreement 2027-0094.

**DEPARTMENT HEAD RECOMMENDATION:**
I recommend ratification.

**ADMINISTRATOR'S RECOMMENDATION:**
**Administrator Recommends Approval of this Request.**

AGREEMENT NO: 2027-0094

# MICHIGAN DEPARTMENT OF TRANSPORTATION

# IONIA COUNTY COMMISSION ON AGING

# MASTER AGREEMENT FOR

# PUBLIC TRANSPORTATION PROJECTS

This Agreement is made and entered into between the Michigan Department of Transportation (MDOT) and Ionia County Commission on Aging (AGENCY).

## CONTENTS

**ATTACHMENTS**

## SECTION 1. PURPOSE

The purpose of this Agreement is to make federal and/or state grant funds available to the AGENCY for the costs of eligible public transportation projects (funded activities budgeted and managed as individual entities). This Agreement sets forth the terms and conditions for any and all project authorizations (written documents, in electronic or paper form, through which specific project(s) are to be carried out by the AGENCY under the terms of this Agreement) issued hereunder. Award of this Agreement will not itself provide for or imply any agreement on the part of MDOT to issue any project authorization(s) to the AGENCY.

For each project authorization that contains federal or state funds, the AGENCY must follow the guidelines and regulations of the respective federal agency and program, which may include the Federal Transit Administration (FTA) Certifications and Assurances and/or the FTA Master Agreement, which are updated annually, as applicable.

## SECTION 2. PRE-AWARD

### A. APPLICATIONS

The AGENCY must have an approved application or proposal for projects to be selected for funding. Please see the MDOT Office of Passenger Transportation (OPT) Annual Application Instructions or the application instructions for programs outside annual cycles.

### B. ELIGIBLE PROJECT COSTS

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

**Direct Recipients:** A direct recipient is an agency that receives federal funds directly. The Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Part 200) governs the grant administration, cost principles, and audit requirements for federal awards. Application of Part 200 is not automatic. Individual agency regulations and the terms and conditions of individual federal awards determine if and how Part 200 affects a specific award. It is the AGENCY's responsibility to determine the applicability of Part 200 and to notify MDOT in writing of that determination.

**Subrecipients:** A subrecipient is an agency that receives federal funds through MDOT. Project authorizations that reimburse operating expenses must comply with the Local Public Transit Revenue and Expense Manual except for project authorizations under the Specialized Services Program (See Section 6. ). Project authorizations that reimburse capital expenses must comply with the terms of this Agreement and MDOT's purchasing/procurement requirements.

Travel costs must be actual travel costs in accordance with and not exceed the amounts set forth in the current State of Michigan Standardized Travel Regulations, incorporated herein by reference. Meals will be reimbursed at the applicable meal allowance rates set forth in the current State of Michigan Standardized Travel Regulations.

Insurance proceeds received for all losses, after deductibles are met, will be used for replacement/repair before state and/or federal funds are used.

If the AGENCY receives state and/or federal operating funds for more than one project, a narrative cost allocation methodology is required and must be submitted to MDOT for approval.

Expenses paid under a project authorization cannot be included in expenses to be reimbursed under the 1951 Public Act 51, Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a project authorization and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense will not be paid under both.

### C. PROJECT FUNDING

The maximum reimbursement for any project will be the amount indicated in the project authorization. MDOT funds for project authorizations made available through legislative appropriations are based on projected revenue estimates. MDOT may reduce the amount of any project authorization or terminate any project authorization if the revenue actually received is insufficient to support the appropriation under which the project authorization is issued. The AGENCY will be responsible for all costs in excess of the funds shown in any project authorization.

If the federal funds received are less than the amount shown in any project authorization, the MDOT funds will be adjusted to maintain the same funding ratio shown in the project authorization. In no case will the MDOT share increase in ratio or in dollar amount without a revision to the project authorization.

In any case in which a project authorization contains state funds that match federal funds, funding of the project authorization is contingent upon the award of the corresponding federal grant. When MDOT is the recipient of the federal grant, project authorization funding is contingent upon the award of the grant between MDOT and the federal agency. When the AGENCY is the recipient of the federal grant, the project authorization funding is contingent upon award of the federal grant between the AGENCY and the federal agency. MDOT and the AGENCY must comply with the provisions established by the federal matching grant as they affect this Agreement and each project authorization, the federal grant being incorporated herein by reference. When the federal grant is administered by the AGENCY, special provisions apply as indicated in the project authorization. The AGENCY must comply with the appropriate fiscal year contract clauses certification referenced in the project authorization. In addition, the AGENCY must comply with any applicable Department of Labor Certification of Transit Employee Protective Arrangements requirements as issued by the U.S. Department of Labor.

For AGENCIES that receive federal and/or state funds from MDOT, MDOT may withhold funds, require reimbursement of funds previously disbursed, or require the return of project equipment for failure to comply with the requirements of the award and/or MDOT requirements.

## SECTION 3. POST-AWARD

## A. PROCUREMENT

**Project-Related Procurement:** If the AGENCY receives FTA or state funding through MDOT OPT for the procurement, the AGENCY will comply with current Procurement Guidelines for Grantees Receiving Federal Transit Administration Funds and/or State Funds via MDOT.

**Vehicle-Related Procurement:** The AGENCY will submit to MDOT all required procurement documents listed in the Guidelines for Local Vehicle Procurement on State Administered Grants for review and approval by MDOT.

If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 3. 0. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current Guidelines for State Vehicle Purchasing Program.

## B. THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY receives federal or state funding through MDOT for a procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement in accordance with the Procurement Guidelines for Grantees Receiving Federal Transit Administration Funds and/or State Funds via MDOT. All third-party contracts must contain language that incorporates by reference all terms and conditions contained in this Master Agreement. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as warranties of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

## C. PROCUREMENT OF RECOVERED MATERIALS

Any agency of a political subdivision of the State of Michigan and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars ($10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars ($10,000.00); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## D. PROCUREMENT OF VEHICLES BY AGENCY

The AGENCY will purchase revenue vehicles as shown in each project authorization through its own local purchase process or through the State Vehicle Purchasing Program. If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 3. 0. When purchasing vehicles through the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current Guidelines for State Vehicle Purchasing Program. When purchasing vehicles under the local purchase process, the AGENCY must follow the procedures outlined in the current Guidelines for Local Vehicle Purchase on State Administered Grants and is not exempt from the procedures set forth in Section 3. 0.

For procurement of demand-response vehicles, the AGENCY must have an approved vehicle accessibility plan in accordance with 1951 Public Act 51, Section 10e (18), as amended, in addition to meeting the equivalent level of service required by the Americans with Disabilities Act (ADA), United States Department of Transportation (US DOT) Final Rule, 49 CFR Parts 27, 37, and 38.

## E. USE AND DISPOSITION OF CAPITAL

The AGENCY agrees that the facility/revenue vehicles/equipment will be used for the provision of public transportation service for the duration of its useful life and, if funded with federal and/or MDOT funds, will be used in accordance with federal procedures. If, during the period of its useful life, any facility/revenue vehicles/equipment is not used in said manner or is withdrawn from public transportation service, the AGENCY will immediately notify MDOT in writing. If FTA-funded real property is no longer needed for any transit purpose, the AGENCY is required to prepare or update an Excess Real Property Inventory and Utilization Plan. The plan should identify and explain the reason for the excess property and plans to use or dispose of the excess property. If land was donated by an agency for a facility project and the facility becomes excess property, the land is considered part of the excess property included in the utilization plan. Unless the FTA and the AGENCY agree otherwise, the updated Excess Real Property Inventory and Utilization Plan should be retained by the AGENCY and made available upon request and during an FTA review.

During the period of this Agreement, the AGENCY will maintain the facility/revenue vehicles/equipment for the period of the useful life of such equipment. Maintenance will conform to the manufacturer's recommendations as to service and service intervals for such equipment. In addition, the AGENCY is required to submit a vehicle maintenance plan or plan revision, as directed by MDOT, for review and approval by MDOT. The vehicle maintenance plan, at a minimum, will include all of the components listed in MDOT OPT's current Preventive Maintenance Manual. If the AGENCY revises its vehicle maintenance plan, said plan will be submitted for review and approval by MDOT. The AGENCY will maintain supporting records documenting such maintenance. Representatives of MDOT will have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this section. Such inspection by MDOT does not relieve the AGENCY of its obligations hereunder, nor is such inspection by MDOT to be construed as a warranty as to the sufficiency of the maintenance but is undertaken for the sole use and information of MDOT. MDOT may withhold funds from the AGENCY for failure to maintain project equipment pursuant to this section until such time as the AGENCY meets the proper maintenance requirements as determined by MDOT.

Facility/revenue vehicles/equipment purchased under this Agreement may, at the discretion of MDOT, be incorporated into a new or consolidated public transportation service at the time such service is implemented.

At such time as the revenue vehicles/equipment have exceeded their useful lives, the AGENCY, with prior notification to MDOT, will dispose of said equipment in accordance with MDOT and/or federal procedures. Per 2 CFR 200.313 and 200.314, if vehicles or equipment are sold for Ten Thousand Dollars ($10,000.00) or less, the recipient may retain the full proceeds from the disposition. However, per 49 USC 5334(h)(4)(B), if vehicles or equipment are sold for more than Ten Thousand Dollars ($10,000.00), the recipient may only retain Five Thousand Dollars ($5,000.00) plus any percentage of local share in the original award. The remaining federal share will be returned to the FTA and the remaining state share will be returned to MDOT. Any expenses incurred from the sale of the vehicle or equipment may not be deducted from the reimbursement for the federal or state share of sale proceeds. MDOT will bill rural agencies quarterly for both the federal and state shares. Urban agencies are responsible for returning the federal share to the FTA, and MDOT will bill urban agencies for the state share.

Agencies that receive federal funding through MDOT agree to give MDOT a security interest in non-revenue vehicles priced at Fifty Thousand Dollars ($50,000.00) or more and any revenue vehicles purchased pursuant to the terms of this Agreement. MDOT will retain a security interest in the revenue vehicles until the terms of this section have been met.

The AGENCY agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against any revenue vehicles/equipment until all of its duties, obligations, and responsibilities are satisfied as required herein.

The incidental use of federal/state-funded revenue vehicles/equipment or facilities for non-public transportation use will be declared with submission of MDOT's Incidental Use Form and cannot interfere with or detract from the provision of the public transportation service for which the revenue vehicles/equipment and/or facilities were intended or shorten the useful life of the equipment or facilities. The costs of any incidental use are ineligible for state or federal operating assistance and may require a state-approved cost allocation plan.

## F. PROMPT PAYMENT

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

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

## G. CAPITAL PROGRAMS BILLINGS AND PAYMENTS

The AGENCY may make requests for payment of allowable project costs for capital programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

1. All requests for payment must be submitted in accordance with the procedures established by MDOT and outlined in the latest applicable program guidance and documentation. MDOT will provide access to current payment procedures, including required forms, formats, and submission methods. The AGENCY agrees to comply with all such procedures as a condition of reimbursement. MDOT reserves the right to modify payment processes, systems, and requirements, and such modifications will become effective upon notice without requiring an amendment to this Agreement.

   Payment forms must be complete and must include the agreement and project authorization numbers, the payment request number, identification of the payment as a partial payment or a final payment, the amount to be reimbursed, and, if applicable, the third-party contract number. If the request is for reimbursement for (a) replacement vehicle(s), the AGENCY will include the identification number(s) of the vehicle(s) to be replaced on the request form.

   The AGENCY will submit a budget summary showing project costs to date and current billings against individual budget items as shown in the project authorization.

   a. Agencies receiving federal funds administered by MDOT will submit required supporting documentation for each billing as set forth in the current MDOT Review of Payment/Compliance.

   b. Prior to requesting reimbursement, the AGENCY may be required to enter data into its vehicle, equipment, and/or facility inventories in the Public Transportation Information Management System (PTIMS) or subsequently designated formats. The AGENCY must enter the following information into PTIMS or subsequently designated programs:

      i. the required information for revenue vehicles into the vehicle inventory;
      ii. equipment procurements of Ten Thousand Dollars ($10,000.00) or more into the equipment inventory if MDOT-administered federal funds were used for the purchase;
      iii. new facilities into the facility inventory;
      iv. facility improvements of Ten Thousand Dollars ($10,000.00) or more into the facility inventory if MDOT-administered federal funds were used in the projects.

   c. When requesting reimbursements for vehicles purchased under the local purchasing process, the AGENCY must follow the procedures outlined in the current Guidelines for Local Vehicle Purchase on State Administered Grants.

   d. When requesting reimbursements for vehicles purchased under the State of Michigan's Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current Guidelines for State Vehicle Purchasing Programs.

   e. MDOT reserves the right to verify progress of work and/or delivery of products to the AGENCY by visual inspection.

   f. When requesting reimbursements for vehicles under a lease/purchase agreement, the AGENCY will submit a copy of the lease/purchase agreement with the first payment request.

2. Within one hundred twenty (120) days after costs have been incurred or an invoice received, the AGENCY must submit to MDOT a complete billing to be charged against the project authorization. “Complete billing” consists of a payment request containing required documentation as described in MDOT External Procedure #70200: Invoice & Payment Voucher Processing Procedure for: Transit Agencies (TAs). If the AGENCY submits a written request to extend the one hundred twenty (120) day period, does so before it expires, and includes documentation of the circumstances that prevent timely submission of all billings, MDOT may, in writing, extend the one hundred twenty (120) day period to a date certain. If the AGENCY fails to provide billings and supporting documentation one hundred twenty (120) days after costs were incurred or an invoice received, or before or upon the extended date established by MDOT, MDOT reserves the right to adjust the reimbursement amount in accordance with Section 10b(3)(f) of Act 51, which requires that the state pay not less than two-thirds of the local match required for Federal Transit Administration capital grants to local transit agencies.

   As an exception, when an AGENCY has pre-award authority, the one hundred twenty (120) day clock on costs incurred or invoice received will start on the federal award date.

Funds administered by MDOT as specified in the project authorization(s) will be payable by MDOT to the AGENCY.

## H. OPERATING PROGRAMS BILLINGS, PAYMENTS, AND QUARTERLY REPORTS

The AGENCY may make requests for payment of eligible project costs for operating programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

1. The AGENCY must generate a quarterly operating assistance report (OAR) in PTIMS or subsequently designated programs.

2. Funds to be provided by the State of Michigan and/or State of Michigan-administered federal funds may be advanced to the AGENCY when the following conditions are met:

   a. Award of this Agreement.

   b. Award of the federal revenue grant, if applicable.

   c. Award of the project authorization.

   d. MDOT approval and receipt of awarded third-party contracts, if applicable.

   e. MDOT receipt of reports due from the previous fiscal year.

3. Payments will be made according to deadlines and guidance in the MDOT OPT Specialized Services Manual, the State of Michigan Management Plan for Funding Under Sections 5310, 5311, 5339, Section 70, and Other Competitive Programs of the Federal Transit Administration, and applicable MDOT guidance for subsequent designated programs.

The AGENCY is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

### I. INSURANCE

The AGENCY will carry and maintain for the life of the project asset (equipment, vehicle, facility, or other capital purchased under an authorization), as a minimum, insurance or self-insurance as set forth in Exhibit A, attached hereto and made a part hereof. Insurance payment for loss or damage will be made to MDOT if an asset has not met its useful life. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

## SECTION 4. CHANGES

### A. ADMINISTRATIVE MODIFICATIONS, REVISIONS, AND AMENDMENTS

Expenditures that are not consistent with project authorizations will not be considered eligible project costs unless approval has been requested in writing by the AGENCY and granted by MDOT in accordance with this section.

An administrative modification to a project authorization may be used for changes that do not revise the scope of work, authorization amount, or authorization purpose. Upon receipt of a written request to make an administrative modification, MDOT must respond to the AGENCY providing written approval or disapproval of the administrative modification or requesting further information.

A revision to a project authorization may be used for a proposed change that would add a new line item, change the project authorization amount, change the federal, state, or local amounts, change the quantity of items, significantly change the scope, or extend the term of the project authorization. The project authorization must be revised to make the change before the expenditure will be deemed an eligible project cost. Requests to make changes that require a revision to the project authorization will be processed in a timely manner, as circumstances permit. Revision requests must be received no later than sixty (60) days before an authorization expiration date and must be received by August 1 for changes to be effective by September 30. Upon receipt of a written request to make changes that require revision(s) and, if applicable, receipt of written approval from the local or regional allocation committee (group of metropolitan planning organizations, local road commissions, transit agencies, cities, and/or villages, as required, that allocates funds among eligible entities), MDOT must respond to the AGENCY, providing written approval or disapproval of the revision or requesting further information.

Authorizations will not go beyond their federal grant period of performance. Likewise, authorization changes will match their corresponding federal grant period of performance. MDOT will not reimburse expenses beyond authorization start and end dates, unless the AGENCY has approved pre-award authority.

Amendments to this Agreement are required for any change in the scope or terms of this Agreement and will be by award of a written amendment to this Agreement by the parties.

The AGENCY agrees to notify MDOT in writing of any significant event that may have significant potential impact on project progress, direction, control, or cost.

In extraordinary, unforeseen circumstances MDOT reserves the right to make exceptions to the deadlines herein.

## B. TIMELY EXPENDITURE OF FUNDS

Sufficient progress toward the obligation of funds must be made within six (6) months of receiving an awarded project authorization or MDOT may cancel the project authorization and the AGENCY will no longer have access to the funds. Sufficient progress may be documented by placing an order, issuing a solicitation, having a third-party contract awarded, or taking other documentable action to utilize the funds.

The AGENCY may request a project authorization revision to extend the authorization term. Time extension revision requests must be received no later than sixty (60) days before an authorization expiration date and must be received by August 1 for changes to be effective by September 30. Time extension revision requests must include justification for the extension and a timeline for completion of the remaining projects. If MDOT agrees with the justification and timeline, a time extension revision will be granted that maintains the full state match. If the request is not timely or the justification is not acceptable to MDOT, MDOT may choose to offer a one-year extension of the authorization term replacing one-third of the state match with local funds or may choose to cancel the project authorization.

For agencies purchasing vehicle(s) through a vehicle contract procured by MDOT, if there is an increase in the contract price, the needed additional funds will not be provided by MDOT unless the vehicle was ordered within six (6) months of the project authorization being awarded or unless there was an increase in the contract amount within six (6) months of the project authorization being awarded.

## C. TERMINATION OR SUSPENSION

The AGENCY agrees that any project authorization and/or this Agreement may be terminated for any reason articulated in Section 340 (“Termination”) of Part 200.

For any reason, MDOT or the AGENCY may, by thirty (30) days’ written notice or as otherwise specified in the project authorization, suspend any or all of the rights and obligations under this Agreement or any project authorization until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, MDOT may, by thirty (30) days’ written notice to the AGENCY, or as otherwise specified in the project authorization, terminate any or all of the rights and obligations under this Agreement or any project authorization.

Upon receipt of any notice of termination or suspension of a project under this section and in accordance with MDOT procedures, the AGENCY will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

1. Take all necessary action to keep to a minimum the further incurrence of eligible project costs.

2. Furnish to MDOT a statement of the status of the project, the inventory, and the project costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out project activities and contracts, and other undertakings, the costs of which are otherwise eligible as project costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by MDOT or under the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a schedule, plan, and budget within a reasonable time. The closing out of MDOT financial participation in the project will not constitute a waiver of any claim MDOT may otherwise have arising out of this Agreement.

## SECTION 5. REPORTING REQUIREMENTS

A. **Milestone Reports:** The AGENCY will prepare and submit to MDOT progress milestone reports according to deadlines and guidance in the State of Michigan Management Plan for Funding Under Sections 5310, 5311, 5339, Section 70, and Other Competitive Programs of the Federal Transit Administration. Milestone reports will be submitted in PTIMS or subsequent designated programs.

B. **Final Reports:** Upon completion of the project deliverables, and before receiving the final project payment, the AGENCY must submit to MDOT a comprehensive summary close-out report on the results of the project, the conclusions reached, and the methods used. The final close-out report must be submitted in an Americans with Disabilities Act (ADA) compliant format, in accordance with the Web Content Accessibility Guidelines (WCAG) Version 2.1 AA, as required by 28 CFR Part 35.

C. **Management Information System Reporting:** Management Information System (MIS) Reports must be in the status of signed, pending grantee review by the date indicated on the letter from MDOT. If the report is not submitted by the requested date, all federal funding will be placed on hold. If the report is not completed by the FTA final deadline date (March 15), all current funding will be withheld, and future funding may be denied.

## SECTION 6. FUND-SPECIFIC TERMS

### A. SECTION 5311 RURAL AREA OPERATING PROGRAM

1. The AGENCY's initial award amount in a project authorization is based on a predetermined reimbursement percentage times total eligible expenses reported in the AGENCY's approved annual application.

2. Revenues, expenses, eligible expenses, and nonfinancial data are reported on a quarterly basis in accordance with the Local Public Transit Revenue and Expenses Manual.

3. Forty (40) days after the end of each quarter, the AGENCY will submit a quarterly OAR in PTIMS or subsequently designated programs.

4. Payments will be made in accordance with deadlines and guidance in the MDOT OPT Specialized Services Manual, the State of Michigan Management Plan for

Funding Under Sections 5310, 5311, 5339, Section 70, and Other Competitive Programs of the Federal Transit Administration, and applicable MDOT guidance for subsequent designated programs. MDOT will withhold a portion of the total authorization amount until the reconciled OAR receives final approval from MDOT. A general ledger for the fiscal year must be submitted with the Reconciled OAR for MDOT to review and sample selected invoices. MDOT may reduce a payment if a report indicates that the level of service is lower than originally budgeted. No payments will be made until MDOT is authorized to disburse the federal funds. For the Section 5311 Job Access and Reverse Commute (JARC) Program, the AGENCY will be reimbursed up to the amount earned based on eligible expenses and amounts reported on the OAR, not to exceed the amount of the awarded project authorization.

5. The Section 5311 Program is required to be audited annually in accordance with the Audit Guide for Transportation Authorities. If a federal or state law, regulation, or circular referenced in the Audit Guide should become obsolete through a new applicable federal or state law, regulation, or circular, the latest version will apply even if the update has not yet been incorporated into the Audit Guide. Failure to comply with the audit requirement will result in a determination that the AGENCY has Zero Dollars ($0.00) total eligible expenses.

6. The AGENCY must review its annual Certified Public Accountant (CPA) audit as required in Section 9.

7. MDOT reviews the audited eligible expenses for compliance with this Agreement, the Revenue and Expense Manual, and the Audit Guide. Upon completion of the MDOT review, the AGENCY will be notified of any adjustments made to eligible expenses as reported in the CPA audit, the final calculation of Section 5311 funds determination, and the amount MDOT owes the AGENCY or the amount the AGENCY owes MDOT. The AGENCY will have twenty-one (21) days to either concur or disagree with MDOT's final calculation.

   If the AGENCY disagrees with MDOT's final determination, the AGENCY will have an additional twenty-one (21) days to clearly explain the nature and basis for any disagreement and provide any supporting documentation necessary to resolve any disagreements. The AGENCY agrees that failure to submit a response within the forty-two (42) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned expense.

   If MDOT finds that the predetermined reimbursement percentage times the audited eligible expenses exceeds the amount of federal funds available, and sufficient federal operating funds are not available in the next fiscal year to offset the shortage, a new percentage will be calculated. This new percentage will be calculated by dividing the total federal funds available for that period and purpose by the total of the audited eligible expenses of all the participating agencies. Any agency that has already received payments in a total amount that exceeds the new percentage of its actual eligible costs calculated pursuant to this paragraph will repay the excess to MDOT. If, within forty-two (42) days after written notification of the overpayment is sent to the AGENCY, arrangements to refund said monies have not been made, MDOT may withhold monies from any present or future contracts and/or from distributions to be made to the AGENCY pursuant to statute and may pursue any other available remedy to recover the overpayment. The AGENCY will be responsible for all costs in excess of the federal and MDOT funding.

B. SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

1. **Use and Disposition of Facility/Revenue Vehicles/Equipment:** In addition to the requirements in Section 3. 0, the AGENCY agrees that the facility/revenue vehicles/equipment will be used for the provision of public transportation service primarily for the elderly and persons with disabilities for the duration of its useful life and in accordance with the provision approved in the annual application and this Agreement.

2. **Lease of Project Equipment:** The AGENCY may lease the revenue vehicles/equipment to any other agency with the prior written approval of MDOT. The AGENCY will maintain or require the lessee to maintain the insurance provisions of Section 3. I above. Any such lease will contain all applicable provisions of this Agreement.

3. **Performance Measure Reporting:** All agencies that have revenue vehicles funded by MDOT-administered Federal Section 5310 funding must complete and submit Section 5310 performance measure reports by the deadline until the AGENCY disposes of the vehicle. If the report is not submitted by the required date, all federal funding will be placed on hold. If the report is not completed by the FTA final deadline date (October 30), all current funding will be withheld, and future funding may be denied.

C. SPECIALIZED SERVICES PROGRAM

1. **Transferring Funds from One Recipient to Another:** In order to adjust funds from one recipient to another, the recipients must make the request in writing, and the AGENCY and the Coordinating Committee (group of local human services agencies representing Specialized Services interests) must agree to the request.

2. **Reimbursements:** Actual reimbursement will be based on a per-mile rate or the rate for a one-way passenger trip up to the maximum amount provided in the project authorization.

3. **Accounting Records and Documentation:** The AGENCY will ensure that records are established and maintained to support the number of hours incurred providing service, the number of passengers carried, and the number of miles traveled.

Agencies and subrecipients will use the current Specialized Services Manual.

## SECTION 7. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE

A. In connection with the performance of this Agreement, the AGENCY (hereinafter in Appendix A referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix A, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

B. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the “contractor”) agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.

C. The AGENCY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C to Part 26 with regard to its contracting opportunities. The AGENCY's contracting opportunities include the purchase of any items and the undertaking of any construction projects except transit vehicles.

D. Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid for with DOT dollars. Failure to submit contracting data relative to the DBE program will result in noncompliance with 49 CFR Part 26. All dollar values listed on the Uniform Report of DBE Awards or Commitment and Payments should represent the DOT share attributable to the Operating Administration.

E. The DBE Commercially Useful Function (CUF) requirements (Form 4109T) of MDOT's Office of Passenger Transportation are set up to ensure compliance with 49 CFR Part 26.37(b). The requirements are effective immediately and apply to all federally funded MDOT and local agency projects that include participation of a DBE certified company. It should be noted that this applies to all projects with work completed by DBE certified firms, not just projects with a DBE goal. This review should be conducted while the DBE certified firm is working on the project. Additional FHWA CUF guidance can be found at: www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf.

## SECTION 8. INDEMNIFICATION

The AGENCY agrees to indemnify, defend, and save harmless the State of Michigan, the State Transportation Commission, MDOT, and/or the federal agency and all officers, agents, and employees thereof:

a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with this Agreement; and

b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, the State Transportation Commission, MDOT, and/or the federal agency.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, the State Transportation Commission, MDOT, and/or the federal agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

## SECTION 9. INSPECTIONS AND AUDITS

### A. ACCESS

The AGENCY agrees to provide to MDOT copies of all reports and data specified in each project authorization. The AGENCY further agrees to provide MDOT access to all technical data, reports, other documents, lists of personnel, and work in process pertaining to any project. Copies of technical data, reports, lists of personnel, and other documents will be provided by the AGENCY upon request from MDOT and/or the federal agency.

### B. INSPECTION OF PROJECT EQUIPMENT AND RECORDS

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation (USDOT) or their authorized representatives, agents, or employees to audit, review, and inspect all equipment purchased as part of the project, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant project records, in accordance with 2 CFR Part 200.332(b)(5). Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals are a governmental function incidental to the project under this Agreement. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty of the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the project. Records must be kept for three (3) years after disposal of project equipment.

### C. COMPLIANCE REVIEWS

If the AGENCY fails to respond to letters of finding within forty-five (45) days, twenty-five percent (25%) of local bus operating funds will be withheld, current project authorizations will be suspended, and/or future funding may be denied. These measures will remain in effect until a satisfactory corrective action plan or requested documentation has been received and approved by MDOT. Once approval has been given, notification will be sent that withholding measures have been stopped and withheld funds will be released to the AGENCY.

### D. ACCOUNTING RECORDS, INTERNAL CONTROLS, AND RECORD RETENTION

With regard to audits and record-keeping:

1. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement and/or any project authorization (Records).

Separate accounts will be established and maintained for all costs incurred for each project authorization under this Agreement.

2. The AGENCY will maintain the Records for at least three (3) years from the date of final payment made by MDOT under this Agreement and any project authorization. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement or any project authorization, the AGENCY will thereafter continue to maintain the Records at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

   Agencies that are formula recipients (recipients of funds pursuant to Section 10e(4) of Public Act 51 of 1951, as amended) will maintain the Records for at least three (3) years from the date of final payment made by MDOT under this Agreement and any project authorization and until notified that the Local Bus Operating Assistance Program for the year of the Records has been closed out.

3. Agencies that are formula recipients will implement internal controls to identify and keep separate expenses incurred under project authorizations from expenses incurred for 1951 Public Act 51, Section 10e(4) reimbursement.

4. MDOT or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice.

5. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections 1, 2, 3, and 4 above for all subcontracted work.

## E. FISCAL YEAR-END ACCOUNTING COMPLIANCE

Agencies must follow year-end accounting procedures in accordance with directions and guidance provided by MDOT for any award. This includes, but is not limited to, payment requests and the establishment of payables. Failure to comply could result in the loss of funds.



## F. CONTRACTUAL PROVISION FOR FORMULA RECIPIENTS – CPA REPORT ON INTERNAL CONTROLS

If the AGENCY is a formula recipient (recipient of funds pursuant to Section 10e(4) of Public Act 51 of 1951, as amended), it will engage a CPA to test and report on the AGENCY's internal controls, as specified in Section 9. Section 7. d. The CPA engaged by the AGENCY may be the same CPA who performs the audit required pursuant to Section 9. g.1 and Section 9. g.2. The report on internal controls issued by the CPA should be emailed to MDOT's Auditing Specialist for the Office of Passenger Transportation.

## G. ANNUAL CPA AUDIT REQUIREMENTS

If both a Federal Single Audit and a State Transit Audit are required, the AGENCY may have one audit performed that meets the requirements of both Subpart F of Part 200 and the Audit Guide. The audit must be submitted as follows:

1. **Federal Single Audit:** Agencies expending a total of One Million Dollars ($1,000,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year in accordance with

Subpart F of Part 200. Section 200.512 details submission requirements. The Single Audit and the Section 200.512 of Part 200 reporting requirements must be uploaded at: https://harvester.census.gov/facweb/default.aspx/. If the Single Audit contains Section 200.516(a) “Audit Findings” and/or a status of prior audit findings relating to a federal award, the AGENCY will notify Mr. Matthew Dietrich, Financial Analyst Federal Transit Administration, (matthew.dietrich@dot.gov) by email with a list of the findings. If during the time of this agreement responsibility for these audits transitions to a new point of contact, direct notification to the new applicable point of contact designated by the Federal Transit Administration.

2. **State Transit Audit:** Agencies expending less than One Million Dollars ($1,000,000.00) in federal funds that are also formula recipients must have an annual CPA audit performed in accordance with the Audit Guide and all other applicable state laws and regulations relative to audit requirements. The audit will be uploaded to the Michigan Department of Treasury’s website.

3. **No CPA Audit Required:** Agencies expending less than One Million Dollars ($1,000,000.00) in federal funds that are not formula recipients are not required to have a CPA audit performed but must submit the following information to Kristen Freeman, Accounting Assistant (FreemanK4@michigan.gov), within nine (9) months after the end of the audit period:

   a. A statement advising that a single audit is not required.
   b. The applicable fiscal year.
   c. The amount of federal funds spent.
   d. The name(s) of the MDOT federal programs.
   e. The Assistance Listing (formerly known as the Code of Federal Domestic Assistance).

   If, during the time of this Agreement, responsibility for these submissions transitions to a new point of contact, the AGENCY will direct submissions to the new applicable point of contact designated by MDOT.

All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

## H. RESPONSIBILITY TO REVIEW ANNUAL CPA AUDIT

The AGENCY is responsible for reviewing and ensuring the accuracy of the annual CPA audit. Within thirty (30) days of the audit being posted to the appropriate website, the AGENCY will:

1. Review all aspects of the audit relating to this Agreement and all applicable project authorizations, including the following:

   a. The Schedule of Expenditure of Federal and State Awards to verify that it is complete and accurate.

   b. If Section 9. f of this Agreement applies, the AGENCY will verify that the opinion issued by the CPA is an unqualified opinion.

2. Report all errors, omissions, deficiencies, and inconsistencies in writing to the Auditing Specialist for MDOT OPT. The notification must include but is not limited to the following:

a. Identification of any missing line items for each project authorization and any incorrect dollar amounts reported on the Schedule of Expenditure of Federal and State Awards. The notification must explain why the errors occurred and must identify the corrective action taken or being taken to prevent future misreporting.

b. If an audit finding, particularly one that identifies loss due to neglect, misuse, waste, or conflict of interest, is applicable to a project authorization, the notification must explain the impact the audit finding has on the amount MDOT would otherwise be obligated to pay on the project authorization. The explanation must identify the corrective action taken or being taken to help to ensure that the audit finding is not repeated in future audits.

c. If the CPA issued a qualified opinion on the internal controls report required under Section 9. d, the notification must explain the internal control failure(s) and must identify the corrective action taken or to be taken to help to ensure that an unqualified opinion will be issued in future audits.

The AGENCY must take the necessary corrective action to prevent the same errors, omissions, deficiencies, and/or inconsistencies from being repeated in subsequent years' audits. Repetition of errors resulting in the same audit findings may result in the loss of funds associated with the project authorizations that are the subjects of the audit findings.

3. If no errors, omissions, deficiencies, or inconsistencies are found in the audit, the AGENCY may either:

   a. Submit a written concurrence to MDOT's Auditing Specialist that will allow MDOT OPT to begin its review of the CPA audit; or

   b. Take no action and allow the thirty (30) day review period to expire. The AGENCY agrees that failure to submit a written concurrence means that the AGENCY has performed the required review, concurs with the audit, and agrees that MDOT can proceed with its review.

4. Upon expiration of the AGENCY's thirty (30) day review period, MDOT will review the CPA audits.

## I. MDOT AUDIT AND ADJUSTMENTS

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or any project authorization or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

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

MDOT will make its decision with regard to any Notice of Audit Results and Response within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Agreement or any other agreement or payable to the AGENCY under the terms of 1951 Public Act 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed Response.



## SECTION 10. ETHICS

### A. CONFLICT OF INTEREST

The AGENCY must disclose in writing to MDOT any potential conflict of interest in it receiving financial assistance through a project authorization. If the potential conflict of interest is with a federal award (grant money paid by the federal government to the AGENCY), the AGENCY must submit the written disclosure to the applicable federal agency.

### B. CERTIFICATION

For any project authorization in excess of One Hundred Thousand Dollars ($100,000.00):

1. The AGENCY's signature on the authorization constitutes the AGENCY's certification that to the best of its knowledge and belief no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement the undersigned will complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” pursuant to Section 1352, Title 31 USC, in accordance with its instructions.

3. The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000.00) and not more than One Hundred Thousand Dollars ($100,000.00) for each such failure.

**C. UNFAIR LABOR PRACTICES**

In accordance with 1980 PA 278, MCL 423.321 et seq., the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the Michigan Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

**D. ASSIGNMENT OF ANTITRUST RIGHTS**

With regard to claims based on goods or services that were used to meet the AGENCY’s obligation to MDOT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY’s obligation to MDOT under this Agreement due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

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

### E. INTEREST OF CONGRESSIONAL MEMBERS OR DELEGATES

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

### F. PROHIBITED INTEREST

No member, officer, or employee of the AGENCY, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### G. POLITICAL ACTIVITY

None of the funds, the facilities, or the project equipment provided in any project authorization under this Agreement will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

## SECTION 11. AWARD

### A. TERM OF AGREEMENT

The effective date of this Agreement is October 1, 2026, and the Agreement will continue in effect until the last obligation between the parties under this Agreement has been fulfilled. The Agreement will include project authorizations for program years 2027 through 2031.

When the funding of a project authorization is contingent upon the award of the matching federal grant for MDOT and federal funds, MDOT will allow costs to be incurred for projects in advance of federal and MDOT approval to be apportioned in fiscal years 2027 through 2031, including carryover amounts, subject to allowance by the federal agency and the following: (1) use of this pre-award spending authority must meet all of the conditions and requirements as may be set forth in the Federal Register, and (2) costs incurred for the project that are not approved by the federal agency or MDOT will not be eligible for reimbursement and will remain the responsibility of the AGENCY.

When a project authorization contains only state funds or only state and local funds, MDOT will allow costs to be incurred by the AGENCY for the project prior to award of the project authorization. If costs are incurred for a project that is not approved by MDOT, those costs will not be eligible for reimbursement and will remain the responsibility of the AGENCY. If for any reason the project authorization does not get awarded, MDOT will not be responsible for expenses that have been incurred.

MDOT will not pay or be responsible for any costs incurred by the AGENCY subsequent to the expiration of the project authorization.

Project authorizations may be issued under this Agreement beginning October 1, 2026. The term for a project authorization will be indicated in that project authorization.

## B. DISCREPANCIES

In case of any discrepancy between the body of this Agreement and any attachment hereto, the body of this Agreement will govern. In case of any discrepancy between the body of this Agreement and any project authorization hereunder, the body of this Agreement will govern.

## C. SIGNING

This Agreement will become binding on the parties upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving this Agreement and authorizing the signature(s) hereto of the respective official(s) of the AGENCY. A certified copy of the Agreement resolution must be provided to MDOT.

Prior to the award of any project authorization, the AGENCY must provide to MDOT a certified copy of a resolution approving the project authorization and authorizing the signature(s) of the respective official(s) of the AGENCY. In lieu of individual resolutions for each project authorization, the AGENCY may elect to provide authority to sign the project authorization as a part of the Agreement resolution.

IONIA COUNTY COMMISSION ON AGING

By: ________________________________
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: ________________________________
Title: Department Director



AWARD DATE

Michigan Department of Transportation

October 27, 2021

**EXHIBIT A**
**INSURANCE REQUIREMENTS**

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE.

The AGENCY will comply will the following insurance requirements as applicable:

1. Vehicle Insurance

   a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.

      i. Personal Protection Insurance as required by MCL 500.3101(1).

      ii. Property Protection Insurance as required by MCL 500.3101(1).

      iii. Residual Liability Insurance as required by MCL 500.3101(1).

      iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar ($1,000,000) minimum per occurrence limit should be carried.

      v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars ($1,000,000) per occurrence.

   b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.

2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds

   a. Insurance - During the term of this Agreement, the AGENCY will:

      i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The

AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.

ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars ($1,000,000) per occurrence, and Two Million Dollars ($2,000,000) general aggregate.

b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

**APPENDIX A**
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

## APPENDIX B
## TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

(Revised October 2, 2014)

**APPENDIX C**
**Assurances that Recipients and Contractors Must Make**
**(Excerpts from US DOT Regulation 49 CFR § 26.13)**

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanction;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

**Agreement to Electronically Sign State of Michigan Documents**

A State of Michigan agency is offering you the ability to view and sign documents electronically, and is giving you the option to immediately view and save important documentation. The electronic documents are largely identical to the hard copy documents that you may receive from the agency (you may notice some slight formatting differences, but the content should be the same). You do not have to electronically sign documents to do business with any State of Michigan agency that offers you this opportunity – however, if you choose to, you can still do business with the State of Michigan and its agencies via paper documents, but it may take longer to do so.

If you do elect to sign documents electronically, to the extent permitted by applicable law, it will be treated just like a signature on a hard copy document. This signature and consent will only be applicable to this specific transaction.

Please read this notice carefully and thoroughly, ensuring you have the capability to download and print any documents that you may need. If you agree to these terms and can access this information electronically to your satisfaction, then please click on the "I Accept" button. **Please note that you can change your mind at any time by notifying the State of Michigan as outlined below.**

**State of Michigan Agency Specific Disclosures**

Because some State of Michigan agencies offered you this ability, the agency may provide you with some notices and disclosures. Any notices and disclosures provided could be supplemented by certain agencies if the information in the documents requiring your signature necessitates additional disclosures.

**Getting Paper Copies**

You may obtain a copy of the electronic documents by downloading them after the transaction is completed. You may also request a paper copy from the State of Michigan agency that you are doing business with. If you elect to receive a paper copy directly from the State of Michigan agency, you may be charged based on the agency policy and fees. You may request delivery of such paper copies by following the State of Michigan contact procedure outlined below.

**Withdrawing Your Consent**

You may withdraw your consent to providing electronic signatures and future disclosures at any time. If you decide to withdraw your consent, it may take longer to do business with the State of Michigan or any of its agencies because that will require mailing paper copies of necessary forms, returning hard copies of signed copies to us via US mail, and processing documents when they are returned to the agency that you are doing business with. To withdraw your consent, please follow the State of Michigan contact procedure outlined below.

**How to Contact the State of Michigan**

You may contact the State of Michigan about any changes to your contact information, to request paper copies of certain information, and to withdraw your prior consent by sending an email to: dtmb-imagingservices@michigan.gov.

**Minimum Software Requirements**

The vendor's minimum software requirements for using OneSpan Sign can be found online at https://community.onespan.com/documentation/onespan-sign/guides/quick-start-guides/user/minimum-software-requirements.

**Consent**

By clicking the "Accept" button, I confirm that I can access and read this **Agreement to Electronically Sign Certain State of Michigan Documents**. I also confirm that I can print this document if I elect to do so, and that I have the necessary hardware and software to electronically sign documents.

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

Title: Establish Road Name for Private Road
Date: September 08, 2026

**CONTACT:** Heather Melchert, Director of Operations

**DESCRIPTION:**

The Road Department has received a request from Thomas Lower to establish a road name for a private road they are planning to build as part of a housing development in Ionia Township. The new road would be on Kelsey Highway between Riverside Drive and Clyde Road. Our research indicated that their first and second choice is not an option, but the third choice of Rolling Acres Drive can be used, both Central Dispatch and the Equalization Office approve the use of the third choice. As a result, we are requesting that you approve Rolling Acres Drive.

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**

Central Dispatch and the Equalization Office approved the name Rolling Acres Drive.

**FINANCIAL ANALYSIS:**

None

**LEGAL REVIEW:**

None

**DEADLINE:**

September 08, 2026

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**

Request Board approves the request from Thomas Lower to name their private road Rolling Acres Drive.

**ADMINISTRATOR'S RECOMMENDATION:**

Administrator recommends approval.

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

Title: Establish Road Name for Private Road
Date: September 08, 2026

**CONTACT:** Heather Melchert, Director of Operations

**DESCRIPTION:**

The Road Department has received a request from Holli Melton to establish a road name for a private road they are planning to build as part of a housing development in Keene Township. The new road would be on Pinckney Road between Centerline Road and Rickert Road. Our research indicated that their first choice of Lone Pine Circle is not an existing road name and both Central Dispatch and the Equalization Office approve the use of the road name. As a result, we are requesting the approval of Lone Pine Circle.

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**

Central Dispatch and the Equalization Office approved the name Lone Pine Circle.

**FINANCIAL ANALYSIS:**

None

**LEGAL REVIEW:**

None

**DEADLINE:**

September 08, 2026

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**

Request Board approves the request from Holli Melton to name their private road Lone Pine circle.

**ADMINISTRATOR'S RECOMMENDATION:**

Administrator recommends approval.

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

Title: Maintenace of MDOT Bellamy Creek Roadside Park
Date: September 08, 2026

**CONTACT:** Heather Melchert, Director of Operations

**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 will be the fourth 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 expenses are included in the Department's 2027 budget.

**LEGAL REVIEW:** Not applicable.

**DEADLINE:** September 08, 2026.

**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.

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

Title: Maintenance of MDOT Carpool Lots
Date: September 08, 2026

**CONTACT:** Heather Melchert, Director of Operations

**DESCRIPTION:** The Department entered into a contract with Thomas Lawn Care LLC in 2025 for maintenance of the MDOT, M-44/M-66 Carpool lot, Jordan Lake/Grand River Carpool lot and the Portland Road/Grand River Carpool lot at a cost of $150 per lot for a total of $450 per week starting April 1 and going through October 31. The contract included the option for four additional annual renewals. This will be the second renewal.

**OTHER DEPARTMENTS/AGENCIES AFFECTED:** None

**FINANCIAL ANALYSIS:** MDOT reimburses the Department for the cost of maintaining the carpool lots and both the revenue and expense are included in the Department's 2027 budget.

**LEGAL REVIEW:** Not applicable.

**DEADLINE:** September 08, 2026.

**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.

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

**Title:** Request to approve Road Department rental of Loader model JD 624

**CONTACT:** Heather Melchert, Director of Operations

**DESCRIPTION:**
Request approval for the Ionia County Road Department to rent Loader model JD 624 from Contractors Rental Corporation. This rental, as part of State Trunkline Maintenance, is 70% funded by the state, and 30% funded by the road department. Full rental rate is $6,525 per month with a 5-month minimum. A 5- or 6-month rental will be needed dependent on snowfall. Additional details are included on the attached rental reservation form.

**OTHER DEPARTMENTS/AGENCIES AFFECTED:**
None

**FINANCIAL ANALYSIS:**
Including delivery and pick up the ICRD portion would be $10,587.50 if rented for 5 months, and $12,545.00 if rented for 6 months.

**LEGAL REVIEW:**
None

**DEADLINE:**
September 08, 2026

**SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):**
Move to authorize the ICRD to rent Loader model JD 624 from Contractors Rental Corporation for a 5–6-month period.

**ADMINISTRATOR'S RECOMMENDATION:** The Administrator recommends approval

# CRC Snow Program Reservation 2026-27

| **Ionia County** |
|---|
| 170 E Riverside Dr<br><br>Ionia, MI 48846 |

Thank you for the opportunity to quote you the following equipment and services. The CRC Snow Program rates are based on the following:

- 5-month minimum rental
- 100 hours of operation per month (500 accumulative)
- Take delivery in November

| QTY | MACHINE MODEL | RATE PER MONTH | TRUCKING (one-time fee) |
|---|---|---|---|
| 1 | JD 624 | $6,525/ month | Delivery: $400<br>Pick-up: $400 |

The following items are not included in the rental rate:

- Fuel – If returned without being refueled- $7.50/gallon
- Cold weather start-up service calls.

CRC will keep you running with AIS Field Service, all winter long. After-hours service: 1-800-AIS-NITE. By signing this form, Ionia County Road Commission agrees to the standard CRC lease agreement and confirms the reservation of (1) loader for the winter season.

Customer Signature: Wes Shafer　　　　Printed:

Signature: Corey King, Contractors Rental Corp.　　　　Printed

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

**Contract Renewal with Michigan Department of Environment, Great Lakes, and Energy**
September 8, 2026 Board Agenda

## CONTACT:
*Haleigh Leslie, Health Officer*

## DESCRIPTION:
*Renewal of Local Health Department Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Ionia County Health Department (ICHD) for Fiscal Year 2026-2027.*

## OTHER DEPARTMENTS/AGENCIES AFFECTED:
N/A

## FINANCIAL ANALYSIS:
*Continues funding for Environmental Health programs, including groundwater protection, drinking water safety, septage disposal, campground, and pool inspections, etc. Amount of grant: $97,043*

## LEGAL REVIEW:
N/A

## DEADLINE:
N/A

## SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):
*Request approval to renew the Local Health Department Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Ionia County Health Department (ICHD) for Fiscal Year 2026-202 and authorize the signature of Haleigh Leslie, Health Officer.*

## ADMINISTRATOR'S RECOMMENDATION:
**Administrator Recommends Approval of this Request.**

# Local Health Department Grant Agreement Between the Michigan Department of Environment, Great Lakes, and Energy and the Ionia County Health Department

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Drinking Water and Environmental Health Division** (State), and the **Ionia County Health Department** (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to **Michigan Safe Drinking Water Act, 1976, PA 399. As amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.** Legislative appropriation of funds for grant assistance is set forth in **Public Act No. 21 of 2026.** This Agreement is subject to the terms and conditions specified herein.

**Project Information:**

Project Name: 2027 LHD Grant

Amount of Grant: $97,043 % of Grant State <u>100</u> / % of Grant Federal <u>0</u>

Start Date: 10/1/2026 End Date: 9/30/2027

**Grantee Contact Information:**

Name and Title: Brenda Ingersoll, Office Manager

Organization: Ionia County Health Department

Address: 175 East Adams Street

City, State and Zip Code: Ionia, MI 48846-1672

Phone Number: (616) 527-8269

Email Address: bingersoll@ioniacounty.org

Federal ID Number (Required for Federal Funding): 38-6004857

Grantee UEI Number (Required for Federal Funding): VVZDLA7H4EC5

SIGMA Vendor Number: CV0048014

SIGMA Vendor Address ID: 001

**State Contact Information:**

Name and Title: Austin Munro, Financial Analyst

Division/ Office: Drinking Water and Environmental Health Division

Address: PO Box 30817

City, State and Zip Code: Lansing, MI 48909-8311

Phone Number: 517-420-1864

Email Address: MunroA1@michigan.gov

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

**For the Grantee:**

| | |
|---|---|
| | Dr. Haleigh Leslie, Health Officer |
| Signature | Name and Title |

**For the State:**

| | |
|---|---|
| | Eric J. Oswald, Director, DWEHD |
| Signature | Name and Title |

## I. Project Scope

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

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

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

## II. Agreement Period

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

## III. Changes

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

## IV. Grantee Deliverables and Reporting Requirements

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

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

**Table 1. Reporting Periods and Due Dates**

| Reporting Period | Due Date |
|---|---|
| January 1 – March 31 | April 30 |
| April 1 – June 30 | July 31 |
| July 1 – September 30 | Before October 7***** |
| October 1 – December 31 | January 31 |

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

The forms provided by the State shall be submitted to the State Contact at the address on page 1.

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

## V. Grantee Responsibilities

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

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

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

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

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

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

## VI. Use of Material

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

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

## VII. Assignability

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

## VIII. Subcontracts

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

## IX. Nondiscrimination

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

## X. Unfair Labor Practices

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

## XI. Digital Accessibility

The Grantee will submit all digital product(s) specifically requested by the State grant administrator in compliance with federal Web Content Accessibility Guidelines in accordance with the [State of Michigan Digital Standards] for the purpose of adding content to one or more State of Michigan websites.

## XII. Liability

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

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

## XIII. Conflict of Interest

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

## XIV. Anti-Lobbying

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, Lobbyists, Lobbying Agents, and Lobbying Activities, 1978 PA 472, as amended, specifically MCL 4.415(2), which states “Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## XV. Debarment and Suspension

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list with the federal System for Award Management (SAM) at www.SAM.gov to verify that its agents and subcontractors:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

(2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

## XVI. Audit and Access to Records

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

**XVII. Insurance**

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

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

**XVIII. Other Sources of Funding**

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

**XIX. Compensation**

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

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement unless otherwise specified in Appendix A.

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT).  The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service website.

**XX. Closeout**

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

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

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

**XXI. Cancellation**

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

**XXII. Termination**

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

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

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

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

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

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

### XXIII. Iran Economic Sanctions Act

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

## Program-Specific Requirements

### XXIV. Disclosure of Information

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or request under the Freedom of Information Act, 1976 PA 442, as amended.

### XXV. Quality Assurance/Quality Control

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

## Appendix A: Project-Specific Requirements

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

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

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of seven (7) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 7-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**
**DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION**
**NONCOMMUNITY WATER SUPPLY PROGRAM (TYPE II PUBLIC)**
**OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027**

## A. Statement of Purpose

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

## B. Program Budget and Agreement Amount

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

## C. Requirements – Grantee

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

1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.

2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.

3. Maintain a current inventory and track compliance with operation and maintenance requirements at noncommunity public water supplies within its jurisdiction with the exception of F-level surface water or groundwater under the influence of surface water systems and secondary treatment systems noted in Section F.

4. Use the SDWIS State data system, SWIFT and other data system(s) provided by the State.

5. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey, final approval of a water well permit, or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements, where applicable, as required in Act 399.

6. Ensure that repeat samples are collected promptly where initial sample results indicate a potential violation of State drinking water standards; or where the sample analyses are unreliable due to overgrowth, excessive transit time, thermal preservation requirements are not met, or where the presence of organic chemical contamination is indicated.

7. Noncommunity water supplies shall undergo a sanitary survey at least once every five years in accordance with the procedures and regulations established by the State. An accurate and complete sanitary survey form, water well record where available, and transmittal letter to the owner outlining compliance status and monitoring requirements shall be considered a completed sanitary survey as required in Act 399. Sanitary survey and well record data shall be entered into the program database(s) and the report and survey letter distributed to the owner within 45 days of the survey.

8. Provide documented notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable. If a return to compliance by the supply cannot be achieved after documented attempts by the Grantee (described in more detail in Staff Manual), seek consultation of the State.

9. Conduct a reinspection within ten (10) days of the expiration date of the compliance schedule to ensure that violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.

10. Consult with the State in situations where the noncommunity public water supply injects a chemical into the water supply, provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds an MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and document in SDWIS or other approved data system (see Staff Reference Manual) site visits for treatment surveillance. The frequency at which treatment surveillance must occur is as follows: D-level treatment such as chemical injection or removal of arsenic or nitrate – one (1) visit per year, Continuous Permanent Public Notice posting at certain Nitrate MCL systems with SO6 enforcement action code – one (1) visit per year.

11. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply; when there is a confirmed MCL violation; or when a Level 2 Assessment is required at a noncommunity water supply.

12. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well(s) as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the

State. If a permit review indicates potential for the system to be listed as F-level groundwater under the direct influence of surface water systems, seek consultation of the State.

13. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity (TMF) in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate TMF capacity in accordance with procedures established by the State.

14. Perform at least one post-construction inspection of all new noncommunity water wells for which a permit has been issued. Final inspection and authorization for use of the noncommunity public water supply by the public shall be accomplished in accordance with Act 399 and procedures established by the State. If a post-construction inspection indicates potential for the system to be listed as F-level groundwater under the direct influence of surface water systems, seek consultation of the State.

15. Provide the well owner with notification of the results of the final inspection report and status of compliance and establish the appropriate future monitoring schedule as required in Act 399.

16. Obtain written requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and set forth in R 325.1613 of the Groundwater Quality Control Rules, promulgated pursuant to Part 127, Water Supply and Sewer Systems, of the Public Health Code, 1978 PA 368, as amended (Act 368); and R 325.10809 of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399) Rules.

17. Provide technical assistance and program oversight to noncommunity water supply owners and certified drinking water operators.

18. Grantees interested in providing continuing education for certified operators shall:

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

19. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number (or Public Water System ID (PWSID) for each inventoried noncommunity water supply.

20. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices.

Requests for payment shall be submitted upon completion of violation determinations and required data entry no later than 20 days following the end of the quarter.

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

22. Grantees performing Source Water Assessments (SWA) of NTNCWSs shall:

    a. Participate in a SWA training event hosted by EGLE.
    b. Utilize the State prepared form and/or assessment tools.
    c. Perform an onsite visit and complete the assessment worksheet with the NTNCWS. Performing these during the sanitary survey, water quality investigations or monitoring schedule review, or during water well permitting is preferred.
    d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 20 days.

23. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Maintain associated data within SDWIS on a quarterly basis.

**D. Requirements – State**

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

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

2. Provide slide presentations and master copies of materials to Grantee's that conduct certified operator continuing education. Provide "train the trainer" workshops and ongoing assistance as needed.

3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.

4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.

5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.

6. Provide administrative oversight of the Grantee's noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.

7. Assess the status of the Grantee's noncommunity water supply program relative to meeting the agreement requirements and overall program goals and provide a report outlining the assessment with an opportunity for Grantee input.

8. Provide for the analyses of water samples at the EGLE Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.

9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.

10. Provide materials to designated Grantee's to perform SWAs at NTNCWS. Provide training to Grantee's and ongoing assistance as needed. Complete the SWA by determining system susceptibility and return completed assessment to the NTNCWS and Grantee.

11. State contact for Source Water Assessments is Travis Bauer, Geologist. He may be contacted by telephone at 517-242-4560; by e-mail at BauerT1@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed SWA documentation shall be e-mailed to EGLE-EH@michigan.gov, or via future application provided by the State.

12. State contact for drinking water supply certified operator continuing education is Brianna Moore, Environmental Quality Analyst. She may be contacted by telephone at 517-899-6955; by e-mail at MooreB15@michigan.gov; or by mail at EGLE-DWEHD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms shall be e-mailed to EGLE-EH@michigan.gov and participant rosters shall be e-mailed to EGLE-OTCU-Training@michigan.gov.

13. State contact for the *Noncommunity Water Supply Program* is Emily Peabody, Noncommunity Water Supplies Unit Supervisor. She may be contacted by telephone at 517-927-7570; or by e-mail at PeabodyE@michigan.gov. The contact for Noncommunity Technical Support is Dan Dettweiler. He may be contacted by telephone at 517-614-8644; by e-mail at DettweilerD@michigan.gov; Either person may also be contacted by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

## E. Performance/Progress Report Requirements

At the end of each quarter, the Grantee is responsible for quarterly reporting. This includes completion of violation determinations, documentation of enforcement and follow-up actions on violations, sanitary survey updates, and other required data entry. Deadline is no later than 20 days following the end of the quarter. After data entry is reviewed by the State, a payment request will be processed (see *F. Reimbursement Schedule* below).

## F. Reimbursement Schedule

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

**Table 1: Program Activities, Allocation Bases, and Payment Requests**

| Program Activity | Allocation Basis | Payment Request |
|---|---|---|
| Standard (STANDARD AMT) | Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in SDWIS | Request for payment for program expenditures incurred during the quarter should be included on the FSR form.<br><br>Payment subject to EGLE performance review verification. |
| Treatment Operator Assistance (OPER ASST)<br><br>General Fund | Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports and active supplies recorded in SDWIS as using bottled water for nitrate. | Request for payment for program expenditures incurred during the quarter should be included on the FSR form.<br><br>Payment subject to EGLE performance review verification. |
| General Fund | Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in SDWIS | Request for payment for program expenditures incurred during the quarter should be included on the FSR form.<br><br>Payment subject to EGLE performance review verification. |

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

F-level surface water or groundwater under the influence of surface water systems and secondary treatment systems are not factored into the Program Activity or Allocation Basis. These TNCWS & NTNCWS are not part of this Grant activity and therefore the Grantee is not responsible:

**Table 2: Facility Names, Counties, and WSSNs**

| Facility Name | County | WSSN |
|---|---|---|
| Corewell Health Pennock Hospital | Barry | 70001 |
| William Beaumont-Royal Oak | Oakland | 70002 |
| Trinity Health-Ann Arbor Hospital | Washtenaw | 70005 |
| McLaren Flint | Genesee | 70006 |
| Hurley Medical Center | Genesee | 70003 |
| Corewell Health United Hospital | Montcalm | 70004 |
| MGM Grand Detroit | Wayne | 70015 |
| Corewell Health -Blodgett Hospital | Kent | 70007 |

| | | |
|---|---|---|
| Corewell Health - Gerber Memorial Hospital | Newaygo | 70008 |
| Corewell Health - Zeeland Hospital | Ottawa | 70009 |
| Corewell Health - Ludington Hospital | Mason | 70012 |
| Corewell Health - Reed City Hospital | Osceola | 70013 |
| Corewell Health - Big Rapid City | Mecosta | 70014 |
| Trinity Health Canton | Wayne | 70019 |
| Detroit Medical Center- Harper | Wayne | 70020 |
| Henry Ford Health Center- Brownstown | Wayne | 70021 |
| Henry Ford Hospital- Jackson | Jackson | 70022 |
| Henry Ford Hospital- Wyandotte | Wayne | 70023 |
| Sparrow Hospital- Eaton (Charlotte) | Eaton | 70024 |
| U of M Northville Health Center | Wayne | 70028 |
| Trinity Health-Livingston | Livingston | 70025 |
| Henry Ford Hospital- West Bloomfield | Oakland | 70027 |
| Trinity-Health Mercy Muskegon | Muskegon | 70029 |
| Henry Ford-Jackson Hospice | Jackson | 70030 |
| Corewell Health -Grosse Pointe | Wayne | 70031 |
| Corewell Health -Taylor | Wayne | 70032 |
| Munson Medical Center | Grand Traverse | 70033 |
| Papin’s Resort | Chippewa | MI2022117 |
| Whalen’s Grindstone Shores | Huron | MI2010932 |
| Pickford EZ Mart | Mackinac | MI2000249 |
| DNR – Fayette State Park | Delta | MI2016421 |
| The Old Club | St. Clair | MI2026074 |
| Fresh Coast Cabins | Keweenaw | MI2004042 |
| Isle Royale – Mott Island | Keweenaw | MI2001742 |
| Isle Royale – Rock Harbor | Keweenaw | MI2001442 |
| Isle Royale – Windigo | Keweenaw | MI2001542 |
| Keweenaw Resort | Keweenaw | MI2001042 |
| Brownstone Inn | Alger | MI2016902 |

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**
**DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION**
**DRINKING WATER LONG-TERM MONITORING PROGRAM**
**OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027**

## A. Statement of Purpose

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

## B. Program Budget and Agreement Amount

The Grantee will be reimbursed on a quarterly basis for each drinking water well sampled on the Drinking Water Monitoring List (List) per sample event and associated work. The State will also reimburse the Grantee for all reasonable costs associated with transmitting the water samples/forms to the Department of Environment, Great Lakes, and Energy (EGLE), Drinking Water Laboratory (Laboratory). The agreement maximum amount is provided in the Drinking Water Long-Term Monitoring Allocation Schedule. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

## C. Requirements – Grantee

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

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

**Table 1. Monitoring Periods and Minimum Time Between Collections**

| Monitoring Period | Minimum Time Between Collections |
|---|---|
| Quarterly (3 months) | 1 month |
| Triannual (4 months) | 2 months |
| Semiannual (6 months) | 3 months |
| Annual (1 year) | 6 months |
| Biennial (2 years) | 12 months |

3. To ensure that data is available to determine funding needs for the next fiscal year, the following minimum sample collections are to be collected prior to September 1, 2027:
    - All samples listed as an annual collection event.

- At least one round of samples listed as semiannual.
- At least one round of samples listed as triannual.
- At least two rounds of samples listed as quarterly.

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

4. Complete the Laboratory’s Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.

5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under the Drinking Water Long-Term Monitoring Program will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).

6. All postage charges incurred for transport of water samples to the laboratory will be reimbursed by the State with appropriate receipt documentation for the shipping.

7. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory’s protocol for collection, transport, and submission of drinking water samples can be reviewed on the internet at Michigan.gov/EGLELab or contact the SWU CIP designated representative for assistance in understanding the Laboratory’s protocol.

8. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within six (6) weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see “EGLE CIP Contact”). A copy of each advisory letter and sample result must also be sent to the respective EGLE, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other EGLE program staff as directed by SWU CIP staff.

**D. Requirements – State**

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

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.

2. Assist Grantee in drafting health advisory letters.

3. Instruct Grantee staff on sample collection protocol when requested.

4. Update Grantee with changes for any Site in the Drinking Water Long-Term Monitoring Program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.

5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the SWU CIP designated representative on a quarterly basis. The program contact person is Brandon Morrill. He may be contacted by telephone at 989-619-4494; by e-mail at MorrillB1@michigan.gov; or by mail at EGLE-DWEHD, Contamination Investigation Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

6. Provide any report forms and reporting formats required by the State at the effective date of this agreement, and with any new report forms and reporting formats proposed for issuance thereafter, at least 90 days prior to required usage, to afford the Grantee an opportunity for review and comment.

## E. Performance/Progress Report Requirements

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

## F. Reimbursement Schedule

The State will reimburse the Grantee $90 for each sampling event and associated work performed in accordance with the List and designated frequency during the year ending September 30, 2027.

Reimbursement shall be requested on a quarterly basis by submittal of required reports to the SWU CIP designated representative and submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. The final payment for the fiscal year will be made by the State upon the grantee’s fulfillment of its responsibilities under this agreement.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**
**DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION**
**CAMPGROUND PROGRAM**
**OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027**

## A. Statement of Purpose

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

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

## B. Program Budget and Agreement Amount

The Grantee will be provided with a Campground Fund allocation to help with the cost of the annual inspection of licensed campgrounds. The Grantee will also be provided an additional General Fund allocation to help administer a campground inspection program of active, but not yet licensed campgrounds. These allocated amounts are based on the active campground inventory at the time of contract.

The Grantee will be provided with a Temporary Campground allocation to help with the cost of issuing or denying temporary campground licenses. The agreement amount is provided in item *F. Reimbursement Schedule*.

All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

The Grantee will reimburse the State for any state license fees collected by the Grantee's staff or designated representative for temporary campground licenses issued in exception to the new process in MiEHDWIS. The agreement amount is provided in item *F. Reimbursement Schedule*. The State requests for reimbursement are as described in item *F. Reimbursement Schedule*.

## C. Requirements – Grantee

The Grantee will conduct an inspection of all licensed campgrounds under its jurisdiction and complete the electronic inspection form available through MiEHDWIS or other report forms approved by the State. The Grantee will also inspect active campgrounds that should be licensed, investigate complaints, and provide compliance assistance to campground owners. Local efforts to educate unlicensed campground owners on the regulations and approval processes should be attempted prior to, or in coordination with, referrals to State program and enforcement staff.

All licensed campgrounds should be inspected when they are open from April through September. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

The Grantee will issue or deny temporary campground licenses in MiEHDWIS.

For temporary campground events that submitted applications in exception to MiEHDWIS, the Grantee will provide a list of temporary campgrounds that includes campground name and fee category to the State for review by January 31, 2027**.**

**D. Requirements – State**

An active report of licensed campgrounds is updated daily on the Campground Program webpage at Michigan.gov/EGLECampgrounds for Grantee access to the current list of licensed campgrounds. Additionally, the MiEHDWIS Dashboard for LHD Users will display all Active Campground Establishments and Open Inspection Activity information to identify outstanding inspections for each jurisdiction.

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

The State will provide the Grantee with training and resources for processing temporary campgrounds in MiEHDWIS.

The contact person is Kisha Bayes, who may be reached at 517-282-4032; or EGLE-DWEHD-CampgroundProgram@michigan.gov; or at EGLE, Drinking Water and Environmental Health Division, Environmental Health Section, Campground Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

**E. Performance/Progress Report Requirements**

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

Track and process Temporary Campground Licenses through MiEHDWIS. Temporary campgrounds can be tracked in MiEHDWIS from the Temporary Campgrounds tab of the main dashboard.

**F. Reimbursement Schedule**

During the grant period of October 1, 2026 to September 30, 2027, the Grantee can request reimbursement of expenses incurred to complete the annual inspection of licensed campgrounds conducted by the Grantee's staff or designated representative, to administer a campground program, and to address inspections of unlicensed campgrounds or other compliance assistance activities up to the combined Campground Fund and General Fund award amount. Please refer to Program Funding – Appendix B at the end of this agreement for award amounts.

For temporary campground licenses issued through MiEHDWIS, the Grantee can request reimbursement of $25 for each temporary campground license issued by the Grantee's staff or designated representative during the year ending September 30, 2027.

Payment shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please include a list of temporary campground licenses issued during the quarter.

The State will send an invoice to collect outstanding state temporary campground license fees collected in exception to MiEHDWIS, less the $25 portion of the fee, intended for the Grantee for the temporary campground licenses issued by the Grantee's staff or designated representative during the year ending September 30, 2027.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**
**DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION**
**PUBLIC SWIMMING POOL PROGRAM**
**OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027**

## A. Statement of Purpose

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

## B. Program Budget and Agreement Amount

The Grantee will be provided with a Swimming Pool Fund allocation to help with the cost of the annual inspection of licensed swimming pools. The Grantee will also be provided an additional General Fund allocation to help administer a swimming pool inspection program of actively open, but not yet licensed swimming pools. These allocated amounts are based on the active swimming pool inventory at the time of contract.

All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

## C. Requirements – Grantee

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction, investigate complaints, issue closing orders, conduct meetings and/or conferences related to compliance issues, and complete the electronic inspection forms available through MiEHDWIS or other report forms approved by the State. Local efforts to educate unlicensed swimming pool owners on the regulations and approval processes should be attempted prior to, or in coordination with, referrals to State program and enforcement staff. This can include, but is not limited to, issuing a formal order or schedule of compliance for obtaining licensure and following up with subsequent closing orders for noncompliance with the order or compliance schedule for the operation of unlicensed swimming pools.

To assist with timely issuance of operation licenses for the following calendar year, pool inspections should be completed prior to the end of September and inspections during the months of October, November and December should be avoided as much as possible.

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

## D. Requirements – State

An interactive report of active and licensed swimming pools is updated daily on the Public Swimming Pool Program webpage at Michigan.gov/EGLEPublicSwimmingPools for Grantee access to the current list of swimming pools. Additionally, Active Pool Establishments and Open Inspection Activity information will be provided on LHD User's MiEHDWIS Dashboard to identify outstanding inspections for each jurisdiction.

The State will provide technical assistance and periodic oversight to the Grantee relating to public swimming pool compliance issues when requested. The program contact person is Ms. Starla Walter. She may be contacted by telephone at 517-282-7362; by e-mail at WalterS4@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section – Public Swimming Pool Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

### E. Performance/Progress Report Requirements

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

### F. Reimbursement Schedule

During the grant period of October 1, 2026 to September 30, 2027, the Grantee can request reimbursement of expenses incurred to complete the annual inspection of licensed swimming pools conducted by the Grantee's staff or designated representative, to help administer a swimming pool program, and to address inspections of unlicensed swimming pools or other compliance assistance activities up to the combined Swimming Pool Fund and General Fund award amount. Please refer to Program Funding – Appendix B at the end of this agreement for award amounts.

If your local jurisdiction is certified by the Department of Environment, Great Lakes, and Energy to conduct initial inspections, the State will reimburse the Grantee on a quarterly basis for initial license swimming pool inspections completed by the Grantee's staff or designated representative during the period of October 1, 2026 to September 30, 2027. The reimbursement for an initial license inspection for a public swimming pool is $100.

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please include a list of the public swimming pool inspections that were completed for initial licenses during the quarter.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**
**DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION**
**SEPTAGE PROGRAM**
**OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027**

## A. Statement of Purpose

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

## B. Program Budget and Agreement Amount

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

**Table 1: Inspection Types and Reimbursement Amounts**

| Inspection Type | Reimbursement Amount |
|---|---:|
| Initial inspection of a septage land site (per site) | $500.00 |
| Annual EGLE authorized “active” land site inspection (per site) includes EGLE authorized septage storage facility inspection | $430.00 |
| Annual or initial inspection of septage vehicles (per vehicle) | $50.00 |
| EGLE authorized receiving facility inspection | $100.00 |

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

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

## C. Requirements – Grantee

1. The Grantee shall investigate complaints and conduct meetings and/or conferences relating to compliance issues.

2. The Grantee shall conduct inspections of all EGLE licensed septage land sites and septage vehicles on an annual basis in accordance with Part 117 and as established in an EGLE Septage Program document entitled “Compliance Inspection Policy.” The Grantee shall use their MiEHDWIS Dashboard to identify Open Inspection Activities or EGLE’s online *Septage Haulers Directory* prior to inspection and use electronic inspection report forms available directly through

MiEHDWIS or current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

3. EGLE shall notify the Grantee to conduct inspections of new land application sites and new vehicles. The Grantee shall conduct inspections of new land application sites and new vehicles and submit the material to EGLE's Septage Program within two (2) weeks from the date of receipt of EGLE notification. The inspections are conducted to verify that the new sites, the new septage vehicles, and the servicing methods are in compliance with Part 117. The Grantee shall use electronic inspection report forms available directly through MiEHDWIS or current inspection forms provided by EGLE posted on the Septage Program website.

4. The Grantee shall conduct annual inspections of all EGLE authorized septage receiving facilities in their jurisdiction using electronic inspection report forms available directly through MiEHDWIS or current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

5. The Grantee shall conduct inspections of all EGLE authorized septage storage facilities on an annual basis. The Grantee shall use electronic inspection report forms available directly through MiEHDWIS or current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.

6. The Grantee should complete **all** inspections by **August 31, 2027.** Septage inspections during the month of September ought to be avoided as much as possible. However, if necessary, the Grantee may continue to complete inspections until **September 30, 2027.**

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

### D. Requirements – State of Michigan

EGLE shall provide a current list of permitted land application sites by jurisdiction. This information is available by clicking on *Septage Haulers Directory* located under *Directories* on the program website and searching by county. Additionally, Active Establishment and Open Inspection Activity information will be provided on LHD User's MiEHDWIS Dashboard to identify outstanding inspections for each jurisdiction.

1. EGLE shall provide up to date license application materials on the program website available under *License applications*, *Vehicles*, and *Land application sites*.

2. EGLE shall perform a detailed one-time review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the Grantee for inspection.

3. EGLE shall provide electronic inspection report forms available directly through MiEHDWIS or current inspection forms on the program website. These forms can be downloaded from the program website by clicking on *Local Health Department Information*. The inspection forms include:

    a. Existing Land Site Inspection Form (EQP5900).

    b. New Land Site Inspection Form (EQP5970).

    c. Cropping Plan Form (EQP5928).

    d. Vehicle Inspection PDF Fillable Form Annual (EQP5901).

    e. Vehicle Inspection PDF Fillable Form New (EQP5978).

    f. Septage Waste Receiving Facility Inspection Form (EQP5911).

    g. Septage Waste Storage Facility Checklist (EQP5966).

4. EGLE will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Grantee. EGLE will make available detailed land application record review and inspection resources necessary to assist the Grantee in their consideration of cropping plans for existing sites within their respective jurisdictions.

5. EGLE will provide resources, technical assistance, regional training, and program support as requested by the Grantee. These resources include the Guidance Manual for the Land Application of Septage Waste which can be downloaded from the program website. It can be accessed by clicking on *Land Application Sites*.

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

**E. Performance/Progress Report Requirements**

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

## F. Reimbursement Schedule

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

## PROGRAM FUNDING - APPENDIX B

**Noncommunity Water Supply Program (Type II Public)**

1. Standard Allocation - State Funding Amount: $32,725
2. General Fund - State Funding Amount: $59,768*****

**Drinking Water Long-Term Monitoring**

1. RRD State Funding Amount: $0
2. General Fund - State Funding Amount: $0

**Campground Program**

1. Campground Fund - State Funding Amount: $250
2. General Fund - State Funding Amount: $690*
3. Campground Fund - State Funding Amount - Temporary Inspections: $375

**Public Swimming Pool Program**

1. Public Swimming Pool Fund - State Funding Amount: $570
2. General Fund - State Funding Amount: $1,165*
3. Public Swimming Pool Fund - State Funding Amount - Initial Inspections: $0

**Septage Program**

Septage Fund - State Funding Amount: $1,500

***GF 20% BUDGET CHANGE ALLOWANCE**

Up to 20% of the general fund allocation from each of the Noncommunity, Campground, or Swimming Pool programs can be moved across those programs by sending a request via email to EGLE-DWEHD-Admin@michigan.gov. We have excluded Long-Term Monitoring and Septage at this time due to the pay-per-sample/inspection reimbursement method. Upon approval of the request, a modified FSR will be sent with the newly approved budget.

People with disabilities may request this material in an alternate format by emailing EGLE-Accessibility@Michigan.gov or calling 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

# IONIA COUNTY PUBLIC DEFENDER OFFICE

Walt Downes, Chief Public Defender
Larry Lewis, Assistant Public Defender; Matthew Peterson, Assistant Public Defender; Joseph M. O'Connor, Assistant Public Defender; Alison Stoken, Paralegal; Melony Bigger, Paralegal; and Alyssa Nurenberg, Social Worker.

Our new Assistant Public Defender Joseph M. O'Connor recently returned from the Criminal Defense Attorneys of Michigan (CDAM) weeklong Trial College August 23-27. We also have him attending other trainings as they become available to assist him in getting up to speed on criminal law and procedure.

Our revised FY27 grant is scheduled for approval by the MIDC Commission on September 9th. We do not anticipate any further issues with the grant approval process for next year's grant which begins this October 1st.

Governor Gretchen Whitmer recently signed two bills to reform Michigan's juvenile justice system and better position Michigan's youth for successful adulthoods. The bills expand Michigan's Indigent Defense Commission duties to include indigent defense of youth, so every youth in the juvenile justice system can access legal representation.

The coming years will require our office to hire additional staffing and obtain training to represent indigent juveniles, in addition to our current adult indigent defendant caseloads. MIDC will be providing that information on its funding, implementation and required expansion of caseloads and responsibilities for all public defender offices this coming year. It will not impact the FY27 grants which had already been prepared and approved.

Summer vacations and training schedules continue to challenge us, when we feel that we are not fully staffed on any given day. But we currently just had our summer interns finish their time here in the office a few weeks ago. Our three interns on deck for fall semester began last week with the beginning of their school semesters. We have one from GVSU and two from MSU this fall. They are enjoying their opportunity to learn from our paralegals and attorneys in the Public Defender office.

# IONIA COUNTY BOARD OF COMMISSIONERS

## RESOLUTION RECOGNIZING AUGUST 2026 AS “BILLY STRINGS MONTH” IN IONIA COUNTY

**WHEREAS**, Billy Strings, born **William Lee Apostol**, is a Grammy Award-winning musician and Michigan native who has earned national and international recognition for his extraordinary musical talent while maintaining strong ties to his Michigan roots; and

**WHEREAS**, Billy Strings brought thousands of fans and visitors to Ionia County for his August 2026 concert weekend at the Ionia Free Fairgrounds, creating a significant positive impact for local businesses, restaurants, lodging establishments, vendors, and the greater Ionia community; and

**WHEREAS**, the concert weekend showcased Ionia County as a welcoming community capable of hosting major events and brought together residents and visitors through music, fellowship, and a shared appreciation for our community; and

**WHEREAS**, Billy Strings further demonstrated his appreciation for the community through a generous donation to the City of Ionia, leaving a positive and lasting impact beyond the concert weekend itself; and

**WHEREAS**, his Michigan roots, generosity to the Ionia community, and the memorable events of August 2026 are deserving of special recognition;

**NOW, THEREFORE, BE IT RESOLVED**, that the Ionia County Board of Commissioners hereby **recognizes August 2026 as “Billy Strings Month” in Ionia County**, commemorating his concert weekend in Ionia, his generosity to the City of Ionia, and the positive economic and community impact generated by Billy Strings, his organization, and the thousands of fans who visited our county.

**BE IT FURTHER RESOLVED**, that the Ionia County Board of Commissioners extends its sincere appreciation to **William Lee Apostol, professionally known as Billy Strings**, his organization, the Ionia Free Fair, local law enforcement, first responders, event organizers, volunteers, businesses, and community members whose efforts helped make the weekend a success.

**Adopted this ____ day of September, 2026.**