

GENERAL GOVERNMENT and HEALTH & HUMAN SERVICES

11/10/2014

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

7:30 PM

AGENDA

1. **CALL MEETING TO ORDER**
 2. **APPROVAL OF MINUTES**
Minutes of Meeting Dated: October 14, 2014
 3. **APPROVAL OF AGENDA**
 4. **REPORTS**
Veterans' Services Client Privacy Problem Resolutin
 5. **CALL TO THE PUBLIC**
 6. **RESOLUTIONS FOR CONSIDERATION**
-
- 07 Michigan Works**
RESOLUTION APPROVING THE MODIFICATION OF THE MICHIGAN WORKS! FY 2014 SERVICE CENTER OPERATION GRANT FOR THE PERIOD JULY 1, 2014, TO JUNE 30, 2015 TO A NEW TOTAL OF \$50,000 - MI Works!/General Government/Finance/Board
-
- 08 Public Health**
RESOLUTION AUTHORIZING AGREEMENT WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY TO CONDUCT ENVIRONMENTAL HEALTH SERVICES - Public Health/General Government and Health & Human Services/Finance/Board
-
- 09 Information Technology**
RESOLUTION AUTHORIZING ISSUANCE OF A BLANKET PURCHASE ORDER TO ULTRALEVEL INC. FOR THE INFORMATION TECHNOLOGY DEPARTMENT -Information Techonology/General Government/Finance/Board
-
- 10 Animal Control**
RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT REGARDING THE COMPANION ANIMAL WELFARE FUND - Animal Control/General Government and Health & Human Services/Finance/Board
-
- 11 Planning**
MICHIGAN HERITAGE RESTORATION PROGRAM - Facility Services & Planning Department/General Government/Finance/Board
-

12 LETS
RESOLUTION APPROVING THE UPDATED L.E.T.S. TITLE VI PROGRAM
REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION (FTA) -
L.E.T.S. / General Government / Finance / Board

13 Car Pool
RESOLUTION AUTHORIZING CAPITAL EXPENDITURE AND ISSUANCE
OF PURCHASE ORDERS FOR VEHICLE PURCHASE AND INMATE
INSERT (vehicles) - Motor Pool/General Government

14 Veterans
RESOLUTION TO FILL THE VACANCY OF THE FULL-TIME VETERAN
BENEFITS COUNSELOR IN THE LIVINGSTON COUNTY VETERANS'
SERVICES DEPARTMENT – Veterans' Services / General Government

15 Veterans
RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE
VETERANS' SERVICES 2014 OPERATING BUDGET - Veterans' Services /
General Government / Finance / Board

15. DISCUSSION
2015 Budget Requests

16. CALL TO THE PUBLIC

17. ADJOURNMENT

MEETING MINUTES

LIVINGSTON COUNTY

OCTOBER 14, 2014 - 7:30 PM

ADMINISTRATION BUILDING - BOARD CHAMBERS
304 E. Grand River Avenue, Howell, MI 48843

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

COMM. CHILDS COMM. DOLAN COMM. GREEN COMM. WILLIAMS

OTHERS:
CHRIS FOLTS
JEFF BOYD
KEVIN WILKINSON
MARK JOHNSON
CAROL GRIFFITH
RICH MALEWICZ

DIANE GREGOR
DIANNE McCORMICK
ELAINE BROWN
RICH MALEWICZ
BILL SLEIGHT
DOUG BRITZ

KATE LAWRENCE
RON VAN HOUTEN
GREG KELLOGG
BELINDA PETERS
CINDY CATANACH
CAROL SUE JONCKHEERE

1. **CALL TO ORDER:** Meeting called to order by: **COMM. STEVE WILLIAMS AT 7:30 PM.**
2. **APPROVAL OF MINUTES:** MINUTES OF MEETING DATED SEPTEMBER 8, 2014:

MOTION TO APPROVE THE MINUTES, AS PRESENTED.
MOVED BY: CHILDS / SECONDED BY: GREEN
ALL IN FAVOR - MOTION PASSED

3. **APPROVAL OF AGENDA:**

MOTION TO APPROVE THE AGENDA, AS MODIFIED:

- REMOVAL OF REGISTER OF DEEDS RESOLUTION FOR FILLING OF DEPUTY REGISTER POSITION (10); AND
- ADDITION OF RESOLUTION TO RELEASE COHL STOKER & TOSKEY'S ATTORNEY-CLIENT PRIVILEGED LEGAL OPINION DATED MARCH 26, 2013, REGARDING ROAD PATROL FUNDING (19);

MOVED BY: DOLAN / SECONDED BY CHILDS
ALL IN FAVOR - MOTION PASSED

4. **REPORTS:** None.
5. **CALL TO THE PUBLIC:** None.

6. RESOLUTIONS FOR CONSIDERATION.

7. FACILITY SERVICES: RESOLUTION AUTHORIZING A BUDGET TRANSFER AND THE PURCHASE AND INSTALLATION OF CARPETING AT THE DEPARTMENT OF HUMAN SERVICES

**RECOMMEND MOTION TO: FINANCE
MOVED BY: DOLAN / SECONDED BY CHILDS
ALL IN FAVOR - MOTION PASSED**

8. EMS: RESOLUTION AUTHORIZING THE USE OF A STANDARD AGREEMENT BETWEEN THE COUNTY OF LIVINGSTON, ACTING ON BEHALF OF THE EMS DEPARTMENT, AND THOSE ENTITIES CONTRACTING FOR EMS SERVICES

**RECOMMEND MOTION TO: FINANCE
MOVED BY: GREEN / SECONDED BY CHILDS
ALL IN FAVOR - MOTION PASSED**

9. AIRPORT: RESOLUTION TO CONCUR WITH THE LIVINGSTON COUNTY AERONAUTICAL FACILITIES BOARD TO AMEND RESOLUTION 2012-11-314 AND THE GROUND LEASE AGREEMENT WITH 1056 HANGAR GROUP, LLC, A MICHIGAN LIMITED LIABILITY CORPORATION TO ADD AN ADDITIONAL FIVE (5) YEARS TO THE TERM

**RECOMMEND MOTION TO: FINANCE
MOVED BY: DOLAN / SECONDED BY CHILDS
ALL IN FAVOR - MOTION PASSED**

10. HEALTH: RESOLUTION AUTHORIZING THE INCREASING OF HOURS OF A PART-TIME 20 HOURS VISION AND HEARING TECHNICIAN POSITION TO PART TIME UP TO 29 HOURS VISION AND HEARING TECHNICIAN

**RESOLUTION #2014-10-001-GH: INCREASE OF UP TO 29 HOURS FOR PART-TIME VISION AND HEARING TECHNICIAN POSITION #60100116 AND ELIMINATION OF 20-HOUR PART-TIME VISION AND HEARING TECHNICIAN POSITION #60100141: APPROVED
MOVED BY: GREEN / SECONDED BY DOLAN
ALL IN FAVOR - MOTION PASSED**

11. HEALTH: RESOLUTION TO AUTHORIZE AGREEMENTS WITH THE INGHAM HEALTH PLAN CORPORATION D/B/A LIVINGSTON HEALTH PLAN

**RECOMMEND MOTION TO: FINANCE
MOVED BY: CHILDS / SECONDED BY: GREEN
RECOMMEND MOTION TO FINANCE WITH ???
ALL IN FAVOR - MOTION PASSED**

12. I.T.: RESOLUTION TO FILL THE VACANCY OF THE FULL-TIME INFRASTRUCTURE MANAGER IN THE LIVINGSTON COUNTY INFORMATION TECHNOLOGY DEPARTMENT

RESOLUTION #2014-10-002-GH: FILLING OF FULL-TIME INFORMATION TECHNOLOGY
INFRASTRUCTURE MANAGER POSITION #22800102: APPROVED

MOVED BY: DOLAN / SECONDED BY: GREEN

ALL IN FAVOR - MOTION PASSED

13. I.T.: RESOLUTION TO SIGN LETTER OF COMMITMENT FOR THE 2015 SEMCOG COLLABORATIVE DIGITAL ORTHOIMAGERY PROJECT

RECOMMEND MOTION TO: FINANCE

MOVED BY: GREEN / SECONDED BY CHILDS

ALL IN FAVOR - MOTION PASSED

14. MI WORKS!: RESOLUTION APPROVING MODIFICATION #3 TO THE WORKFORCE INVESTMENT ACT COMPREHENSIVE 5-YEAR LOCAL PLAN CURRENTLY APPROVED THROUGH JUNE 30, 2017

RECOMMEND MOTION TO: FINANCE

MOVED BY: CHILDS / SECONDED BY: GREEN

ALL IN FAVOR - MOTION PASSED

15. MI WORKS! RESOLUTION APPROVING APPLICATIONS FOR THE SKILLED TRADE TRAINING FUND (STTF) FOR FY 2014

RECOMMEND MOTION TO: FINANCE

MOVED BY: DOLAN / SECONDED BY: GREEN

ALL IN FAVOR - MOTION PASSED

16. L.E.T.S.: RESOLUTION AUTHORIZING REPLACEMENT OF THE JOB ACCESS AND REVERSE COMMUTE (JARC) GRANT WITH THE TRANSPORTATION TO WORK GRANT

RECOMMEND MOTION TO: FINANCE

MOVED BY: GREEN / SECONDED BY CHILDS

ALL IN FAVOR - MOTION PASSED

17. L.E.T.S. RESOLUTION AUTHORIZING PROJECT AUTHORIZATION 2012-0118/P17 FOR FISCAL YEAR 2015 TRANSPORTATION TO WORK GRANT BETWEEN THE MICHIGAN DEPARTMENT OF TRANSPORTATION AND THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS

RECOMMEND MOTION TO: FINANCE

MOVED BY: CHILDS / SECONDED BY: GREEN

ALL IN FAVOR - MOTION PASSED

18. **L.E.T.S.:** **RESOLUTION AUTHORIZING OUT OF STATE TRAVEL FOR L.E.T.S. DEPUTY DIRECTOR AND OPERATIONS MANAGER TO ATTEND THE F.T.A. TRIENNIAL TRAINING WORKSHOP**

RECOMMEND MOTION TO: FINANCE
MOVED BY: GREEN / SECONDED BY DOLAN
ALL IN FAVOR - MOTION PASSED

19. **BOARD:** **RESOLUTION TO RELEASE ATTORNEY-CLIENT PRIVILEGED LEGAL OPINION DATED MARCH 26, 2013, FROM COHL STOKER & TOSKEY REGARDING ROAD PATROL FUNDING**

RECOMMEND MOTION TO: FULL BOARD
MOVED BY: CHILDS / SECONDED BY: GREEN
ALL IN FAVOR - MOTION PASSED

20. **ADJOURNMENT:**

MOTION TO ADJOURN AT 8:15 PM.
MOVED BY: GREEN / SECONDED BY CHILDS
ALL IN FAVOR - MOTION PASSED

Respectfully Submitted

CAROL SUE JONCKHEERE
RECORDING SECRETARY

Rosenfeld, Kelly
Thomas Franklin Leland





Wife



J. L. Wiggin





RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION APPROVING THE MODIFICATION OF THE MICHIGAN WORKS! FY 2014 SERVICE CENTER OPERATION GRANT FOR THE PERIOD JULY 1, 2014 THROUGH JUNE 30, 2015 TO A NEW TOTAL OF \$50,000 – MI WORKS! / GENERAL GOVERNMENT / FINANCE / BOARD

WHEREAS, The Workforce Development Agency, State of Michigan (WDASOM) has transmitted an additional allocation for the preparation and submission of a local plan for the utilization of Statewide Activities funding for operation of the Michigan Works! Service Centers for FY 2014 (July 1, 2014 through June 30, 2015); and

WHEREAS, in Resolution 2014-07-208 approved on 7/7/2014, the Board of Commissioners approved a total of \$14,000 for FY 2014 Michigan Works! Service Center Operations grant; and

WHEREAS, The WDASOM requires a Michigan Works! Service Center Operation Plan for the period July 1, 2014 through June 30, 2015 with a new total of \$50,000; and

WHEREAS, the funding from this grant will be used to help cover general overhead costs at the Livingston County Michigan Works! Service Center; and

WHEREAS, The Michigan Works! Service Center Operation Plan must be approved by the Livingston County Workforce Development Council (WDC) and the Livingston County Board of Commissioners; and

WHEREAS, The Executive Committee of the Workforce Development Council approved the Resolution at their meeting on 10/9/14 and the full Workforce Development Council will review at their next meeting on 11/20/14.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners approves the Workforce Investment Act Michigan Works! Service Center Operation Plan in the amount of \$50,000 for the period July 1, 2014 through June 30, 2015.

BE IT FURTHER RESOLVED that the Chair of the Board of Commissioners be authorized to sign said plan for submission to the Workforce Development Agency, State of Michigan, as well as any future amendments for monetary and contract language adjustments.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Bill Sleight, Director, Livingston County Michigan Works!
Date: 10/9/2014
**Re: FY 2014 Statewide Activities Service Center Operation grant
modification**

The Workforce Development Agency, State of Michigan (WDASOM) has announced additional funding for Service Center Operations for the time period July 1, 2014, through June 30, 2015 (FY 2014).

The WDASOM has identified an additional \$1,500,000 in Appropriation Year (AY) 2014 to be used in support of local Service Center Operations. Livingston County's additional share is \$36,000. These funds will be used to help cover general overhead costs and bring the total Service Center Operations appropriation for FY 2014 to \$50,000.

WIA funds allocated by a state to a local area for this program are available for expenditure for a one-year period, July 1, 2014, through June 30, 2015. The original \$14,000 allocation was approved by both the Workforce Development Council (Resolution 14-15 on 9/17/2014) and Livingston County Board of Commissioners (Res. 2014-07-208 on 7/7/2014).

We are required to prepare and submit a Budget Information Summary (BIS) in order to obtain this funding totaling \$50,000.

The BIS and plan must be approved by both the Workforce Development Council and the Board of Commissioners. At their meeting on 10/9/14, the Executive Committee of the Workforce Development Council approved the Resolution. The full Workforce Development Council will review at their meeting on 11/20/14. Attached is a resolution that authorizes the Board Chairperson to sign the plan.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY TO CONDUCT ENVIRONMENTAL HEALTH SERVICES – PUBLIC HEALTH / GENERAL GOVERNMENT AND HEALTH & HUMAN SERVICES / FINANCE / BOARD

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) and the Livingston County Department of Public Health (LCDPH) desire to enter into an agreement to conduct environmental health related services; and

WHEREAS, LCDPH has entered into similar agreements in previous years with MDEQ; and

WHEREAS, the terms of the agreement shall be in effect October 1, 2014 through September 30, 2015 and partial reimbursement to the LCDPH will be made by the MDEQ for covered services.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement between MDEQ and LCDPH for the period of October 1, 2014 through September 30, 2015 for services related to:

Non-community Water Supply	\$ 91,288
Operator Certification.....	\$ 5,208
Capacity Development	\$ 2,700
Long-Term Monitoring.....	\$ 10,300
Public Swimming Pools.....	\$ 2,200
Septage	\$ 1,300
Medical Waste.....	\$ 5,000
Campgrounds	\$ 250
Total.....	<u>\$118,246</u>

BE IT FURTHER RESOLVED that the Chair of the Board of Commissioners be authorized to sign the above-referenced agreement upon review by legal counsel.

BE IT FURTHER RESOLVED that the reimbursement for said agreement will be placed in Account 221.

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**MOVED:
SECONDED:
CARRIED:**



**Local Health Department Grant Contract
Between The
Michigan Department of Environmental Quality
And Livingston County Department of Public Health**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, (MDEQ), Office of Drinking Water and Municipal Assistance (ODWMA) ("State"), and Livingston County Department of Public Health ("Grantee").

The purpose of this Contract 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 252 of 2014. This Contract is subject to the terms and conditions specified herein.

Project Name: Local Health Department Grant
Amount of Grant State: \$ 110,338.00
Start Date (date executed by DEQ): October 1, 2014

Amount of grant: \$ 118,246.00
Amount of Grant Federal: \$ 7,908.00
End Date: September 30, 2015

GRANTEE CONTACT:

Dianne McCormick, Health Specialist
Name/Title
Livingston County Department of Public Health
Organization
2300 E. Grand River, Suite 102
Address
Howell, Michigan 48843-7578
Address
517-546-9858
Telephone number
517-546-9853
Fax number
dmccormick@livgov.com
E-mail address
38-6005819
Federal ID number

STATE'S CONTACT:

Christina Campbell
Name/Title
Office of Drinking Water and Municipal Assistance
Division/Bureau/Office
P.O. Box 30241
Address
Lansing, Michigan 48909-7741
Address
517-284-6501
Telephone number
517-373-4797
Fax number
campbellc@michigan.gov
E-mail address

Grantee DUNS number

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

FOR THE GRANTEE:

Signature

Name/Title

Date

FOR THE STATE:

Signature
Liane J. Shekter Smith, P.E., Chief, Office of Drinking Water and
Municipal Assistance

Date

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract 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 Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

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

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page one. 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 one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in the Program Specific Requirements – Appendix A and in the Program Descriptions’ of this Contract.

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

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

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

The forms provided by the State shall be submitted to the State’s contact at the address on page one.

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

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

V. GRANTEE RESPONSIBILITIES

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

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

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

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Contract. 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 Contract or of any cause of action arising out of the performance of this Contract.

(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 Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

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

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

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract 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 Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to

perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, 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 Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, 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 Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

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

If all or a portion of this Contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

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

XV. AUDIT AND ACCESS TO RECORDS

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

XVI INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII OTHER SOURCES OF FUNDING

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

XVIII COMPENSATION

- (A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A, and only for expenses incurred. 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 Contract are not allowed under the Contract, unless otherwise specified in Appendix A.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.
- (E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

XIX CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract 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 Contract.

XX CANCELLATION

This Contract 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 Contract up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Grantee for any further charges to the grant.

XXI TERMINATION

- (A) This Contract may be terminated by the State as follows.
- (1) Upon 30 days written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page one or the rules promulgated thereunder, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.

- 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 Contract.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30 day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

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

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

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

XXII. IRAN SANCTIONS ACT

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

FEDERAL FUNDING REQUIREMENTS

A maximum of \$ 7,908.00 or .07% of total disbursements is funded with Federal Funding. See Program Funding Section XXXII for funding by individual program. By accepting this Contract, the Grantee agrees to comply with the requirements of the Statutory Authority and the requirements found in the Regulatory Authority found in the Program Funding Section XXXII. These regulations include, but are not limited to the following:

(A) Single Audit Annual Reporting Requirement

Grantees receiving \$500,000 or more in Federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

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

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038--00.html).

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

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

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

(D) Consultant Cap

Payment to consultants, EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2014, the limit is \$604.23 per day and \$75.53 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Sub agreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 31.36(j).

(E) Copyrighted Material

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a federal purpose include but are not limited to:

- e.1. Use by the EPA and other Federal employees for official Government purposes;
- e.2. Use by Federal contractors performing specific tasks for the Government;
- e.3. Publication in EPA documents provided the document does not disclose trade secrets (e.g., software codes) and the work is properly attributed to the recipient through citation or otherwise;
- e.4. Reproduction of documents for inclusion in Federal depositories;
- e.5. Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the EPA to carry out a national environmental program within their jurisdiction and;

- e.6. Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the EPA's authorization to the other grantee to use the copyrighted works or other data.

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

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

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

(F) Drug-Free Workplace Certification For All EPA Recipients

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

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

The consequences for violating this condition are detailed under Title 2 CFR 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at:

<http://ecfr.gpoaccess.gov>

(G) Disadvantage Business Enterprise (DBE) & MBE/WBE Requirements

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

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, Subpart C, the Grantee agrees to:

Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:

MBE 2% WBE 6%

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

- g.1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

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

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted annually to the Project Manager for the period ending September 30. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained from the program manager or on the Internet at www.epa.gov/oqd/forms/forms.htm

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

(H) Procurement of Recycled Products

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

(I) Recycled Paper

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January, 24, 2007,) the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms which are printed on recycled paper and are available through the General Services Administration.

(J) Hotel-Motel Fire Safety

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

(K) Trafficking

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

(L) Subawards

The recipient agrees to:

- I.1. Establish all subaward agreements in writing;
- I.2. Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- I.3. Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- I.4. Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- I.5. Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- I.6. Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- I.7. Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf> Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and http://www.whitehouse.gov/omb/financial_fin_single_audit.

The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

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

The Grantee, if a Local Health Department, shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Michigan Department of Community Health (MDCH) 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.

XXXII PROGRAM FUNDING

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

1. Standard/Operator Assistance - Amount \$ 96,496.00; Funding Source: State Restricted for Standard; Amount \$ 91,288.00; Federal Funding for Operator Assistance; Amount \$ 5,208.00. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS97548712 and the grant is funded with Federal funds from the EPA awarded in 2011. By accepting this contract, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.
2. Capacity Development – Amount \$ 2,700.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS97548712 and the grant is funded with Federal funds from the EPA awarded in 2012. By accepting this contract, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.

Program B - Drinking Water Long-Term Monitoring:

Amount \$ 10,300.00; Funding Source: State Restricted

Program C - Great Lakes Beach Monitoring:

Amount \$ 0.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Beach Monitoring and Notification Program Grant", and the CFDA number is 66.472. The Federal Grant Number is CU00E99305 and the grant is funded with Federal Funds from the EPA awarded in 2014. By accepting this contract, the grantee agrees to comply with the requirements of the Beaches Environmental Assessment and Coastal Health Act of 2000, PL 106-284 and the requirements found in the regulatory authority 40 CFR PART 31.

Program D - Public Swimming Pools:

Amount \$ 2,200.00; Funding Source: State Restricted

Program E - Septage Waste:

Amount \$ 1,300.00; Funding Source: State Restricted

Program H - Campgrounds:

Amount \$ 250.00; Funding Source: State Restricted

Program I - Medical Waste:

Amount \$ 5,000.00; Funding Source: State Restricted

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY								
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE								
LOCAL HEALTH DEPARTMENT GRANT CONTRACTS FUNDING BY PROGRAM								
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015								
Local Health Department	Program A	Program B	Program C	Program D	Program E	Program H	Program I	Total Contract
	NonCommunity Water	Drinking Water Monitoring	Beach Monitoring	Swimming Pools	Septage	Campground	Medical Waste	
Allegan County LHD	\$47,303	\$5,500	\$5,000	\$2,900	\$2,300	\$750	\$5,000	\$68,753
Barry-Eaton District LHD	\$48,197	\$3,500	\$0	\$2,500	\$1,700	\$800	\$5,000	\$61,697
Bay County LHD	\$1,857	\$0	\$5,000	\$1,700	\$0	\$200	\$0	\$8,757
Benzie-Leelanau District LHD	\$40,808	\$500	\$0	\$1,400	\$4,000	\$750	\$0	\$47,458
Berrien County LHD	\$26,356	\$5,000	\$8,621	\$5,100	\$2,300	\$450	\$0	\$47,827
Branch-Hillsdale-St Joseph District LHD	\$46,156	\$1,400	\$0	\$1,300	\$3,000	\$1,550	\$5,000	\$58,406
Calhoun County LHD	\$29,783	\$2,600	\$0	\$2,800	\$0	\$0	\$0	\$35,183
Central Michigan District LHD	\$112,193	\$3,000	\$7,845	\$3,100	\$9,100	\$2,400	\$0	\$137,638
Chippewa County LHD	\$20,334	\$0	\$6,552	\$900	\$2,300	\$650	\$0	\$30,736
Delta-Menominee District LHD	\$18,282	\$0	\$5,000	\$700	\$5,200	\$575	\$0	\$29,757
Institute of Population Health	\$0	\$0	\$2,500	\$2,600	\$0	\$0	\$0	\$5,100
Dickinson-Iron District LHD	\$10,150	\$50	\$0	\$700	\$900	\$600	\$0	\$12,400
District Health Department No. 2	\$53,527	\$2,500	\$7,328	\$1,200	\$4,600	\$1,475	\$0	\$70,630
District Health Department No. 4	\$51,458	\$2,200	\$8,103	\$3,400	\$8,700	\$1,500	\$0	\$75,361
District Health Department No. 10	\$158,477	\$4,200	\$10,690	\$5,200	\$11,500	\$6,150	\$5,000	\$201,217
Genesee County LHD	\$81,496	\$550	\$0	\$5,500	\$0	\$225	\$0	\$87,771
Grand Traverse County LHD	\$28,879	\$900	\$0	\$3,000	\$650	\$525	\$0	\$33,954
City of Holland Dept. of Environmental Health	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Huron County LHD	\$17,316	\$600	\$8,362	\$800	\$3,700	\$700	\$0	\$31,478
Ingham County LHD	\$19,844	\$700	\$0	\$5,600	\$0	\$250	\$0	\$26,394
Ionia County LHD	\$22,460	\$500	\$0	\$500	\$100	\$250	\$5,000	\$28,810
Jackson County LHD	\$42,179	\$3,600	\$0	\$2,100	\$800	\$775	\$0	\$49,454
County of Kalamazoo (Human Svcs Dept.)	\$33,469	\$3,700	\$0	\$5,900	\$0	\$225	\$0	\$43,294
Kent County LHD	\$63,061	\$1,900	\$0	\$11,600	\$0	\$500	\$0	\$77,061
Lapeer County LHD	\$43,509	\$0	\$0	\$1,000	\$0	\$500	\$0	\$45,009
Lenawee County LHD	\$31,105	\$500	\$0	\$800	\$2,200	\$450	\$0	\$35,055
Livingston County LHD	\$99,196	\$10,300	\$0	\$2,200	\$1,300	\$250	\$5,000	\$118,246
Luce-Mackinac-Alger-Schoolcraft District	\$45,260	\$100	\$5,000	\$2,600	\$2,500	\$1,775	\$0	\$57,235
Macomb County LHD	\$20,419	\$600	\$5,000	\$11,000	\$1,000	\$100	\$0	\$38,119
Marquette County LHD	\$11,881	\$50	\$0	\$1,400	\$1,900	\$450	\$0	\$15,681
Marquette, City of	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$5,000
Mid-Michigan District LHD	\$60,829	\$2,000	\$0	\$2,000	\$5,700	\$800	\$5,000	\$76,329
Midland County LHD	\$7,083	\$800	\$0	\$1,600	\$1,900	\$200	\$0	\$11,583
Monroe County LHD	\$18,367	\$200	\$5,000	\$2,500	\$1,900	\$450	\$0	\$28,417
Muskegon County LHD	\$31,812	\$1,200	\$8,103	\$3,100	\$1,300	\$575	\$5,000	\$51,090
Northwest Michigan Community	\$85,933	\$4,400	\$13,017	\$6,600	\$13,000	\$1,300	\$0	\$124,250
Oakland County LHD	\$152,404	\$30,000	\$0	\$29,000	\$3,300	\$525	\$25,000	\$240,229
Ottawa County LHD	\$39,467	\$900	\$7,328	\$5,300	\$1,600	\$525	\$0	\$55,120
Saginaw County LHD	\$7,864	\$500	\$0	\$3,600	\$2,100	\$200	\$0	\$14,264
Saint Clair County LHD	\$15,191	\$0	\$8,879	\$2,200	\$1,200	\$350	\$0	\$27,820
Sanilac County LHD	\$14,199	\$400	\$5,000	\$300	\$0	\$300	\$0	\$20,199
Shiawassee County LHD	\$30,388	\$4,200	\$0	\$600	\$1,800	\$200	\$0	\$37,188
Tuscola County LHD	\$15,865	\$200	\$0	\$300	\$300	\$225	\$0	\$16,890
University of Michigan	\$0	\$0	\$0	\$200	\$0	\$0	\$0	\$200
Van Buren-Cass District LHD	\$45,534	\$0	\$5,000	\$2,800	\$4,300	\$1,550	\$0	\$59,184
Washtenaw County LHD	\$49,395	\$7,100	\$0	\$9,500	\$800	\$275	\$0	\$67,070
Watershed Ctr Grand Traverse Bay, The	\$0	\$0	\$7,328	\$0	\$0	\$0	\$0	\$7,328
Wayne County LHD	\$2,143	\$0	\$2,500	\$18,000	\$1,200	\$150	\$0	\$23,993
Wayne State University	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$100
Western UP District	\$21,637	\$150	\$7,845	\$1,400	\$1,900	\$925	\$0	\$33,857
	\$1,823,066	\$106,500	\$160,001	\$178,600	\$112,050	\$33,375	\$65,000	
FY15 Total								\$2,478,592

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
NONCOMMUNITY (TYPE II) PUBLIC DRINKING WATER SUPPLY PROGRAM
PROGRAM A
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

C. Requirements - Grantee

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

1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.
2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.
3. Maintain a current inventory of all noncommunity public water supplies within its jurisdiction using the WaterTrack (WT) Data System.
4. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey or final approval of a water well permit or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements where applicable, as required in Act 399.
5. Insure 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, or where the presence of organic chemical contamination is indicated.
6. Complete sanitary surveys on a minimum of 20 percent of the number of noncommunity public water supplies on the contract inventory so that each supply is surveyed every 5 years.

7. Conduct sanitary survey inspections by performing an on-site evaluation of noncommunity public water supplies at regular intervals in accordance with procedures established by the State. An accurate and complete sanitary survey form, water well record where available, and transmittal letter to the owner regarding compliance status and monitoring requirements shall be considered a completed sanitary survey as required in Act 399.
8. Provide a notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable.
9. Conduct a reinspection within 10 days of the expiration date of the compliance schedule to ensure that all violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
10. Consult with the State in situations where the noncommunity public water supply provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds a MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct surveillance visits as required.
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 or there is a confirmed MCL violation.
12. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well 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.
13. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system demonstrates adequate technical, managerial, and financial capacity in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate capacity in accordance with procedures established by the State.
14. Perform at least one postconstruction 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.
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 requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and as required in Act 399.

17. Provide technical assistance to noncommunity owners and certified operators for noncommunity systems and program oversight for noncommunity owners to maintain compliance with operator certification requirements where applicable.
18. Local entities interested in providing continuing education for certified operators shall:
 - a. Obtain initial prior approval from the DEQ Noncommunity & Private Drinking Water Supplies Unit (NPDWSU) certified operator coordinator.
 - 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 DEQ NPDWSU certified operator coordinator 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 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 notice. Requests for payment shall be submitted upon completion of violation determinations and required WaterTrack data entry no later than 15 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 DEQ laboratory, for compliance monitoring.

D. Requirements - State

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

1. Provide noncommunity public water supply data and WaterTrack Data System information upon request of the Grantee.
2. Provide designated local entities with slide presentations and master copies of materials to be used if they choose to present certified operator continuing education. Provide train the trainer workshops and ongoing assistance as needed. Notify operators of the local entities that are continuing education providers. Provide local entities with operator lists upon request. Provide additional training opportunities if needed to insure statewide coverage.
3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.
4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.

6. Provide administrative oversight of the Grantee's noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee's noncommunity water supply program relative to meeting the agreement requirements and overall program goals, and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the DEQ Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. State contact for noncommunity water supply certified operator continuing education is Holly Gohlke, Certified Operator Coordinator. She may be contacted at 989-705-3422; at gohlkeh@michigan.gov; or at DEQ, 2100 West M-32, Gaylord, Michigan 49735.
11. State contact for Program A is Dana DeBruyn, Noncommunity & Private Drinking Water Supplies Unit Chief. She may be contacted at 517-284-6524; at debruynd@michigan.gov; or at DEQ – Noncommunity Drinking Water, P.O. Box 30241, Lansing, Michigan 48909-7741.

E. Performance/Progress Report Requirements

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

F. Reimbursement Schedule

Program Activity	Allocation Basis	Payment Request
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	E-mail request for payment to address below.* Payment subject to DEQ performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports.	Request for payment is included with Standard Activity request.* Additional request not required, as this is reviewed on an annual basis, as part of the Minimum Program Requirement Annual Review.
Capacity Development	Service based on \$150	E-mail request for payment and

(CAP DEV MAX)	per completed assessment for new NTNCWS.	submit WT report of completed capacity assessment to address below.*
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*E-mail request for payment to DEQ-WaterTrack@michigan.gov within 15 days after the end of each quarter. Treatment Operator Assistance reimbursement is inventory based and will be included with the standard payment allocation. Capacity Development reimbursement is prompted by the e-mail including the NTNCWS facility that has a completed Capacity Development Assessments in WT.

The Fourth Quarter payment will be made by the State upon the Grantee's fulfillment of its responsibilities under this agreement.

G. Accountability

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

**PROGRAM A - ALLOCATION SCHEDULE
NONCOMMUNITY WATER SUPPLY
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

LOCAL ENTITY	TN	NT	STANDARD AMT	BW	D	F	OPER ASST	CONTRACT AMOUNT	PER QUARTER STD PAYMT	CAP DEV MAX
ALLEGAN	204	38	\$ 45,429	1	4	0	\$ 974	\$ 46,403	\$ 11,601	\$ 900
BARRY-EATON	221	35	\$ 46,572	0	4	0	\$ 875	\$ 47,447	\$ 11,862	\$ 750
BAY	13	0	\$ 1,857	0	0	0	\$ -	\$ 1,857	\$ 464	\$ -
BENZIE-LEELANAU	192	22	\$ 36,858	0	16	0	\$ 3,500	\$ 40,358	\$ 10,089	\$ 450
BERRIEN	133	16	\$ 25,858	2	0	0	\$ 198	\$ 26,056	\$ 6,514	\$ 300
BRANCH-HILLS-ST.JOE	189	38	\$ 43,287	0	9	0	\$ 1,969	\$ 45,255	\$ 11,314	\$ 900
CALHOUN	108	31	\$ 28,715	1	1	0	\$ 318	\$ 29,033	\$ 7,258	\$ 750
CENTRAL MICH.	538	74	\$ 108,574	0	9	0	\$ 1,969	\$ 110,542	\$ 27,636	\$ 1,650
CHIPPEWA	120	6	\$ 19,715	0	0	1	\$ 469	\$ 20,183	\$ 5,046	\$ 150
DELTA-MENOMINEE	79	13	\$ 16,857	0	3	1	\$ 1,125	\$ 17,982	\$ 4,496	\$ 300
DETROIT	0	0	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ -
DICKINSON-IRON	52	6	\$ 10,000	0	0	0	\$ -	\$ 10,000	\$ 2,500	\$ 150
DISTRICT #2	301	23	\$ 52,858	0	1	0	\$ 219	\$ 53,077	\$ 13,269	\$ 450
DISTRICT #4	281	25	\$ 50,858	0	0	0	\$ -	\$ 50,858	\$ 12,715	\$ 600
DISTRICT #10	843	81	\$ 155,146	0	7	0	\$ 1,531	\$ 156,677	\$ 39,169	\$ 1,800
GENESEE	319	63	\$ 72,573	8	31	0	\$ 7,573	\$ 80,146	\$ 20,036	\$ 1,350
GRAND TRAVERSE	136	21	\$ 28,429	0	0	0	\$ -	\$ 28,429	\$ 7,107	\$ 450
HOLLAND	0	0	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ -
HURON	82	9	\$ 15,572	0	3	2	\$ 1,594	\$ 17,165	\$ 4,291	\$ 150
INGHAM	75	19	\$ 18,858	1	2	0	\$ 536	\$ 19,394	\$ 4,848	\$ 450
IONIA	85	22	\$ 21,572	0	2	0	\$ 438	\$ 22,009	\$ 5,502	\$ 450
JACKSON	185	35	\$ 41,429	0	0	0	\$ -	\$ 41,429	\$ 10,357	\$ 750
KALAMAZOO	156	23	\$ 32,144	0	4	0	\$ 875	\$ 33,019	\$ 8,255	\$ 450
KENT	287	48	\$ 61,573	0	2	0	\$ 438	\$ 62,010	\$ 15,503	\$ 1,050
LAPEER	239	17	\$ 41,429	1	7	0	\$ 1,630	\$ 43,060	\$ 10,765	\$ 450
LENAWEE	137	25	\$ 30,286	0	1	0	\$ 219	\$ 30,505	\$ 7,626	\$ 600
LIVINGSTON	279	120	\$ 91,288	4	22	0	\$ 5,208	\$ 96,496	\$ 24,124	\$ 2,700
LMAS	262	14	\$ 43,429	0	7	0	\$ 1,531	\$ 44,961	\$ 11,240	\$ 300
MACOMB	72	18	\$ 18,000	0	9	0	\$ 1,969	\$ 19,969	\$ 4,992	\$ 450
MARQUETTE	45	11	\$ 11,143	0	2	0	\$ 438	\$ 11,581	\$ 2,895	\$ 300
MIDLAND	26	7	\$ 6,714	0	1	0	\$ 219	\$ 6,933	\$ 1,733	\$ 150
MID-MICHIGAN	267	49	\$ 59,144	2	2	0	\$ 635	\$ 59,779	\$ 14,945	\$ 1,050
MONROE	81	11	\$ 16,286	0	6	1	\$ 1,781	\$ 18,067	\$ 4,517	\$ 300
MUSKOGON	161	19	\$ 31,143	0	1	0	\$ 219	\$ 31,362	\$ 7,841	\$ 450
NORTHWEST	406	61	\$ 84,145	0	2	0	\$ 438	\$ 84,582	\$ 21,146	\$ 1,350
OAKLAND	543	150	\$ 141,860	12	27	0	\$ 7,094	\$ 148,954	\$ 37,238	\$ 3,450
OTTAWA	185	28	\$ 38,429	0	2	0	\$ 438	\$ 38,867	\$ 9,717	\$ 600
SAGINAW	33	7	\$ 7,714	0	0	0	\$ -	\$ 7,714	\$ 1,929	\$ 150
SAINT CLAIR	90	4	\$ 14,572	0	0	1	\$ 469	\$ 15,040	\$ 3,760	\$ 150
SANILAC	68	8	\$ 13,143	0	2	1	\$ 906	\$ 14,049	\$ 3,512	\$ 150
SHIAWASSEE	123	26	\$ 28,715	2	4	0	\$ 1,073	\$ 29,788	\$ 7,447	\$ 600
TUSCOLA	86	8	\$ 15,715	0	0	0	\$ -	\$ 15,715	\$ 3,929	\$ 150
VAN BUREN /CASS	232	27	\$ 44,715	0	1	0	\$ 219	\$ 44,934	\$ 11,233	\$ 600
WASHTENAW	183	48	\$ 46,715	1	7	0	\$ 1,630	\$ 48,345	\$ 12,086	\$ 1,050
WAYNE	12	1	\$ 2,143	0	0	0	\$ -	\$ 2,143	\$ 536	\$ -
WESTERN U.P.	122	4	\$ 19,143	0	0	5	\$ 2,344	\$ 21,487	\$ 5,372	\$ 150
TOTAL	8251	1311	\$ 1,740,606	35	201	12	\$ 53,057	\$ 1,793,664	\$ 448,416	\$ 29,400

Allocation Amounts

\$ 142.86 **2015 Fiscal Year Reimbursement per Unit**
 \$ 98.96 BW = Number of systems under Arsenic bottled water agreement
 \$ 218.75 D = Number of systems with limited treatment classification at D level
 \$ 468.75 F = Number of systems with complete treatment classification at F level
 \$ 150.00 CAP DEV MAX (Capacity Development Maximum Allocation) = NT*15%

9562 Total Active Systems in WaterTrack as of: **9/19/2014**

TN = Transient Noncommunity System NT = Nontransient Noncommunity System

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

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

Contract Amount = Standard Amount + Operator Assistance

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
DRINKING WATER LONG-TERM MONITORING PROGRAM
PROGRAM B
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

C. Requirements - Grantee

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

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

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

3. To ensure that data is available to determine funding needs for the next fiscal year (FY), the following minimum sample collections are to be collected prior to July 1, 2015:
 - All samples listed as an annual collection event.
 - At least one round of samples listed as semiannual.
 - At least one round of samples listed as triannual.
 - At least two rounds of samples listed as quarterly.

If Grantee's schedule does not allow for this minimum sample collection timetable, please contact the DEQ, Noncommunity & Private Drinking Water Supplies Unit (NPDWS) designated representative.

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under Program B will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the Internet at http://www.michigan.gov/deq/0,4561,7-135-3307_4131_4155-10689--,00.html or contact the NPDWS designated representative for assistance in understanding the Laboratory's protocol.
7. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users, if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within 6 weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the NPDWS designated representative. The name of the NPDWS designated representative appears on the List. A copy of each advisory letter and sample result must be sent to the respective DEQ, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office.

D. Requirements - State

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

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Provide assistance to the Grantee in drafting health advisory letters.
3. Provide instruction to the Grantee staff on sample collection protocol when requested.
4. Provide the Grantee with changes for any Site in the long-term drinking water monitoring program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.

5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the NPDWS designated representative on a quarterly basis. The program contact person is Lois Elliott Graham, who may be reached at 517-284-6530; at grahaml@michigan.gov; or at DEQ – Contamination Investigation, P.O. Box 30241, Lansing, Michigan 48909-7741.
6. Provide any report forms and reporting formats required by the State at the effective date of this agreement, and with any new report forms and reporting formats proposed for issuance thereafter, at least 90 days prior to required usage, to afford the Grantee an opportunity for review and comment.
7. Assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than 10 years from the date of termination, the date of submission of the final expenditure report, or until audit findings have been resolved.

E. Performance/Progress Report Requirements

The Grantee shall adhere to the terms and conditions of this agreement as demonstrated by appropriate reports, records, and documentation maintained by the Grantee. Reports shall include a list of water wells sampled by Site name and date along with total payment requested, including postage, and copies of the advisory letters (see *C. Requirements – Grantee*, Number 6) if not previously provided.

F. Reimbursement Schedule

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

All requests for payment must be submitted to the NPDWS designated representative (see *D. Requirements – State*, Number 5) no later than October 3, 2015, to allow time for processing before the State's FY end closing.

G. Accountability

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

**PROGRAM B - ALLOCATION SCHEDULE
DRINKING WATER LONG-TERM MONITORING PROGRAM
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

Grantee	No. of Counties	Allocation
Allegan	1	\$5,500
Barry-Eaton District	2	\$3,500
Bay	1	\$0
Benzie-Leelanau District	2	\$500
Berrien	1	\$5,000
Branch-Hillsdale-St. Joseph District	3	\$1,400
Calhoun	1	\$2,600
Central Michigan District	6	\$3,000
Chippewa	1	\$0
Public Health, Delta & Menominee Counties	2	\$0
Institute of Population Health (<i>formally City of Detroit</i>)	1	\$0
Dickinson-Iron District	1	\$50
District #2	4	\$2,500
District #4	4	\$2,200
District #10	10	\$4,200
Genesee	1	\$550
Grand Traverse	1	\$900
Holland, City of	1	\$0
Huron	1	\$600
Ingham	1	\$700
Ionia	1	\$500
Jackson	1	\$3,600
Kalamazoo	1	\$3,700
Kent	1	\$1,900
Lapeer	1	\$0
Lenawee	1	\$500
Livingston	1	\$10,300
Luce-Mackinac-Alger-Schoolcraft District	4	\$100
Macomb	1	\$600
Marquette	1	\$50
Mid-Michigan District	3	\$2,000
Midland	1	\$800
Monroe	1	\$200
Public Health - Muskegon County	1	\$1,200
Health Department of Northwest Michigan	4	\$4,400
Oakland	1	\$30,000
Ottawa	1	\$900
Saginaw	1	\$500
Saint Clair	1	\$0
Sanilac	1	\$400
Shiawassee	1	\$4,200
Tuscola	1	\$200
Van Buren & Cass District	2	\$0
Washtenaw	1	\$7,100
Wayne	1	\$0
Western Upper Peninsula District	4	\$150
Totals	83 (+ 2 Cities)	\$106,500

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
PUBLIC SWIMMING POOL PROGRAM
PROGRAM D
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

C. Requirements - Grantee

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction during the calendar year 2015, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP 1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have submitted a license application and paid appropriate licensing fees for the calendar year 2015 should be inspected.

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

Indoor pools should be inspected during the months of January, February, March, or April 2015, with the exception of public swimming pools located at schools. It is acceptable to inspect pools at schools during September or October 2014. Outdoor pools should be inspected during the operating season of May, June, July, or August 2015.

It is acceptable for the Grantee to inspect indoor pools any month of the calendar year. Pool inspections during the months of October, November and December should be avoided as much as possible. In no case should inspections be completed later than December 31, 2015.

Completed inspection reports should be forwarded to the State within 2 to 4 weeks following the inspection, but in no case later than January 9, 2015.

D. Requirements - State

By January 31, 2015, the State will provide the Grantee with a list of public swimming pools from their jurisdiction that have paid the license fees, and have been inspected for the calendar year 2014. This list is the basis for reimbursement to the Grantee and must be submitted to the State as provided under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is Paul Sisson, who may be reached at 517-284-6541; at sissonp@michigan.gov; or at DEQ, Drinking Water and Environmental Health Section – Swimming Pools, P.O. Box 30241, Lansing, Michigan 48909-7741.

E. Performance/Progress Report Requirements

Inspection reports and lists from item *D. Requirements – State* should be sent to: DEQ, Drinking Water and Environmental Health Section – Swimming Pools, P.O. Box 30241, Lansing, Michigan 48909-7741.

F. Reimbursement Schedule

The State will reimburse the Grantee on a lump sum basis according to the license criteria listed below for those public swimming pools inspected during the year ending December 31, 2014, by the Grantee's staff or designated representative:

Initial license for a public swimming pool*	\$100
License renewal prior to December 31	\$30
License renewal after December 31	\$45
License renewal after lapse beyond April 30 without a license	\$70

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

Payments will be made for those public swimming pools that have all fees paid in full for the 2014 licensing year and an inspection report dated during the calendar year 2014 has been submitted.

G. Accountability

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

**PROGRAM D - ALLOCATION SCHEDULE
PUBLIC SWIMMING POOL PROGRAM
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

Grantee	No. of Counties	Allocation
Allegan	1	\$2,900
Barry-Eaton District	2	\$2,500
Bay	1	\$1,700
Benzie-Leelanau District	2	\$1,400
Berrien	1	\$5,100
Branch-Hillsdale-St. Joseph District	3	\$1,300
Calhoun	1	\$2,800
Central Michigan District	6	\$3,100
Chippewa	1	\$900
Public Health, Delta & Menominee	2	\$700
City of Detroit	0	\$2,600
Dickinson-Iron District	2	\$700
District #2	4	\$1,200
District #4	4	\$3,400
District #10	10	\$5,200
Genesee	1	\$5,500
Grand Traverse	1	\$3,000
Holland, City of	0	\$0
Huron	1	\$800
Ingham	1	\$5,600
Ionia	1	\$500
Jackson	1	\$2,100
Kalamazoo	1	\$5,900
Kent	1	\$11,600
Lapeer	1	\$1,000
Lenawee	1	\$800
Livingston	1	\$2,200
Luce-Mackinac-Alger-Schoolcraft District	4	\$2,600
Macomb	1	\$11,000
Marquette	1	\$1,400
Midland	3	\$1,600
Mid-Michigan District	1	\$2,000
Monroe	1	\$2,500
Public Health - Muskegon County	1	\$3,100
Health Department of Northwest Michigan	4	\$6,600
Oakland	1	\$29,000
Ottawa	1	\$5,300
Saginaw	1	\$3,600
Saint Clair	1	\$2,200
Sanilac	1	\$300
Shiawassee	1	\$600
Tuscola	1	\$300
University of Michigan	0	\$200
Van Buren & Cass District	2	\$2,800
Washtenaw	1	\$9,500
Wayne	1	\$18,000
Wayne State University	0	\$100
Western Upper Peninsula District	5	\$1,400
Totals	83 (+2 Cities and +2 Universities)	\$178,600

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
SEPTAGE WASTE PROGRAM
PROGRAM E
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

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

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

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

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

C. Grantee Requirements

1. The Local Entity shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Local Entity will provide a timely and appropriate response to all violations in a manner described in a DEQ Septage Waste Program document entitled, "Fiscal Year 2015 Enforcement Policy".
2. The Local Entity shall conduct inspections of all DEQ licensed septage waste land disposal sites and septage waste vehicles on an annual basis in accordance with Part 117 and as established in a DEQ Septage Waste Program document entitled, "Fiscal Year 2015 Compliance Inspection Policy". The Local Entity shall use the DEQ online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by the DEQ.
3. The DEQ shall notify the Local Entity to conduct inspections of new land application sites and new vehicles. The Local Entity shall conduct inspections of new land application sites

and new vehicles and submit the material to the DEQ Septage Program within 2 weeks from the date of receipt of DEQ notification. The inspections are conducted to verify that the new sites, the new septage waste vehicles, and the servicing methods are in compliance with part 117. The Local Entity shall use current inspection forms provided by the DEQ.

4. The Local Entity shall conduct annual inspections of all DEQ authorized septage waste receiving facilities in their jurisdiction using current inspection forms provided by the DEQ.
5. The Local Entity shall conduct inspections of all DEQ authorized septage waste storage facilities on an annual basis. The Local Entity shall use current inspection forms provided by the DEQ.
6. The Local Entity shall submit inspection tracking reports on a quarterly basis using the form provided by the DEQ. The inspection forms shall be submitted along with the quarterly report form unless previously submitted. These and other program forms can be downloaded from the program website by clicking on *Health Department Information* located under *Downloads* on the Septage Waste Program webpage at www.michigan.gov/septage.
7. The Local Entity shall **complete all inspections no later than August 31, 2015**, and shall **submit the Request for Payment (RFP) to the Septage Waste Program no later than September 15, 2015**.
8. The Local Entity shall make the RFP in writing and include an alphabetical list of all licensed septage waste businesses that have been inspected in FY 2015 within their jurisdiction using the Septage Program Quarterly Report form posted on the program webpage described below.

Inspection requirement details are outlined in the document entitled, "Fiscal Year 2015 Compliance Inspection Policy". This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on 'Health Department Information' located under 'Downloads' on the program webpage.

D. State Requirements

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

1. The DEQ shall provide up to date license application materials on the program website under "downloads".
2. The DEQ shall perform a one time, detailed review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the local entity for inspection.
3. The DEQ shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on 'Health Department Information' located under 'Program Forms/Downloads'. The inspection forms include:
 - a. Existing Land Site Inspection form (EQP 5900);
 - b. New Land Site Inspection Form (EQP 5970);
 - c. Cropping Plan Review Form;

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

E. Reimbursement Schedule and Reporting Requirements

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

- The Quarterly reports and year end RFP submissions should be sent to: Drinking Water and Environmental Health Section, Office of Drinking Water and Municipal Assistance, P.O. Box 30241, Lansing, MI 48909-7741. The contact person is the Septage Waste Program Coordinator, Mr. Matthew Rockhold, who can be reached at 517-284-6540 (Lansing) or by e-mail at rockholdm@michigan.gov.
- The annual payment will be made by the State upon receipt of the RFP from the Local Entity and based upon the Local Entity's fulfillment of its responsibilities under this agreement. The RFP and inspection checklist copies are due by September 15. The reimbursement request shall be sent to: Administration Section, Office of Drinking Water and Municipal Assistance, DEQ, P.O. Box 30241, Lansing, MI 48909-7741.

F. Accountability

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

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

**PROGRAM E - ALLOCATION SCHEDULE
SEPTAGE WASTE PROGRAM
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

Grantee	No. of Counties	Allocation
Allegan	1	\$ 2,300
Barry-Eaton District	2	\$ 1,700
Bay*	1	\$ -
Benzie-Leelanau District	2	\$ 4,000
Berrien	1	\$ 2,300
Branch-Hillsdale-St. Joseph District	3	\$ 3,000
Calhoun*	1	\$ -
Central Michigan District	6	\$ 9,100
Chippewa	1	\$ 2,300
Delta-Menominee District	2	\$ 5,200
Detroit, City of*	0	\$ -
Dickinson-Iron District	2	\$ 900
District #2	4	\$ 4,600
District #4	4	\$ 8,700
District #10	10	\$ 11,500
Genesee*	1	\$ -
Grand Traverse	1	\$ 650
Holland, City of*	0	\$ -
Huron	1	\$ 3,700
Ingham*	1	\$ -
Ionia	1	\$ 100
Jackson	1	\$ 800
Kalamazoo*	1	\$ -
Kent*	1	\$ -
Lapeer* <i>(Request removal from FY 2015 contract)</i>	1	\$ -
Lenawee	1	\$ 2,200
Livingston	1	\$ 1,300
Luce-Mackinac-Alger-Schoolcraft District	4	\$ 2,500
Macomb	1	\$ 1,000
Marquette	1	\$ 1,900
Midland	1	\$ 1,900
Mid-Michigan District	3	\$ 5,700
Monroe	1	\$ 1,900
Muskegon	1	\$ 1,300
Health Department of Northwest Michigan	4	\$ 13,000
Oakland	1	\$ 3,300
Ottawa	1	\$ 1,600
Saginaw	1	\$ 2,100
Sanilac*	1	\$ -
St. Clair	1	\$ 1,200
Shiawassee	1	\$ 1,800
Tuscola	1	\$ 300
Van Buren/Cass District	2	\$ 4,300
Washtenaw	1	\$ 800
Wayne	1	\$ 1,200
Western Upper Peninsula District	5	\$ 1,900
Totals	83 (+ 2 Cities)	\$ 112,050

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

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
CAMPGROUND PROGRAM
PROGRAM H
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee's jurisdiction in the annual Campground Program in accordance with Section 12510 of the Public Health Code, 1978 PA 368, as amended (Act 368).

This agreement is also intended to establish responsibilities for both the Grantee and the State for the issuance of a temporary campground license within the Grantee's jurisdiction when fees are collected by the Grantee in accordance with Section 12510 of Act 368.

B. Program Budget and Agreement Amount

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

Annual payments will be made for those campgrounds that have all fees paid in full and an inspection report has been submitted.

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

C. Requirements – Grantee

The Grantee will conduct an inspection of all campgrounds under its jurisdiction that have submitted a license application and paid in full the appropriate licensing fees. The Grantee will investigate complaints, conduct meetings and/or conferences relative to compliance issues, and complete a *Campground Inspection Report* (Form EQP 1715) as provided by the State, or other report form approved by the State.

All campgrounds should be inspected when they are open during the months of May, June, July, August, or September 2015. Completed inspection reports should be forwarded to the State, item *E. Performance/Progress Report Requirements*, within 2 to 4 weeks following the inspection, but in no case no later than the end date of this contract, September 30, 2015.

The Grantee will collect license fees for temporary campgrounds within its jurisdiction in accordance with Section 12506a of Act 368, issue or deny the temporary campground licenses, and forward a copy of the approved or denied license to the State. License copies should be forwarded to the State within 2 to 4 weeks after the licensing period, but in no case no later than the end date of this contract, September 30, 2015.

The Grantee will review the Campground and Temporary Campground lists provided by the State, item *D. Requirements – State*, make modifications and adjustments, and return the lists to the address in item *E. Performance/Progress Report Requirements*, within 30 days.

D. Requirements - State

By January 31, 2015, the State will provide the Grantee with a list of campgrounds from their jurisdiction that have been inspected for the year ending September 30, 2014, and have paid the license fees. This list is the basis for reimbursement to the Grantee under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

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

For temporary campground licenses, by March 1, 2015, the State will provide the Grantee with a list of temporary campground license applications received from the Grantee's jurisdiction during the year ending September 30, 2014. This list is the basis for the invoice intended for the Grantee under item *F. Reimbursement Schedule*.

The contact person is Sarah Rottiers, who may be reached at 517-284-6520; at rottiers@michigan.gov; or at DEQ, Drinking Water and Environmental Health Section - Campgrounds, P.O. Box 30241, Lansing, Michigan 48909-7741.

E. Performance/Progress Report Requirements

Inspection reports, temporary campground license copies, and lists from item *D. Requirements – State*, should be sent to: DEQ, Office of Drinking Water and Municipal Assistance, Environmental Health Section - Campgrounds, P.O. Box 30241, Lansing, Michigan 48909-7741.

F. Reimbursement Schedule

The State will reimburse the Grantee on a lump sum basis at \$25 for each annually licensed campground inspected during the year ending September 30, 2014, by the Grantee's staff or designated representative.

Based on the list of temporary campground license applications received from the State for the Grantee's jurisdiction during the year ending September 30, 2014, the State will send an invoice for the appropriate lump sum charge in accordance with Act 368, less the \$25 portion of the fee intended for the Grantee.

G. Accountability

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

**PROGRAM H - ALLOCATION SCHEDULE
CAMPGROUND PROGRAM
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

Grantee	No. of Counties	No. of CGs	Allocation
Allegan	1	30	\$750
Barry-Eaton District	2	32	\$800
Bay	1	8	\$200
Benzie-Leelanau District	2	30	\$750
Berrien	1	18	\$450
Branch-Hillsdale-St. Joseph District	3	62	\$1,550
Calhoun*	1	0	\$0
Central Michigan District	6	96	\$2,400
Chippewa	1	26	\$650
Public Health Delta & Menominee	2	23	\$575
Detroit, City of	0	0	\$0
Dickinson-Iron District	2	24	\$600
District #2	4	59	\$1,475
District #4	4	60	\$1,500
District #10	10	246	\$6,150
Genesee	1	9	\$225
Grand Traverse	1	21	\$525
Holland, City of	0	0	\$0
Huron	1	28	\$700
Ingham	1	10	\$250
Ionia	1	10	\$250
Jackson	1	31	\$775
Kalamazoo	1	9	\$225
Kent	1	20	\$500
Lapeer	1	20	\$500
Lenawee	1	18	\$450
Livingston	1	10	\$250
Luce-Mackinac-Alger-Schoolcraft District	4	71	\$1,775
Macomb	1	4	\$100
Marquette	1	18	\$450
Midland	1	8	\$200
Mid-Michigan District	3	32	\$800
Monroe	1	18	\$450
Public Health - Muskegon County	1	23	\$575
Health Department of Northwest Michigan	4	52	\$1,300
Oakland	1	21	\$525
Ottawa	1	21	\$525
Saginaw	1	8	\$200
Saint Clair	1	14	\$350
Sanilac	1	12	\$300
Shiawassee	1	8	\$200
Tuscola	1	9	\$225
University of Michigan	0	0	\$0
Van Buren-Cass District	2	62	\$1,550
Washtenaw	1	11	\$275
Wayne	1	6	\$150
Wayne State University	0	0	\$0
Western Upper Peninsula District	5	37	\$925
Totals	82	1,335	\$33,375

*Calhoun County is not inspecting campgrounds

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL PROTECTION
MEDICAL WASTE REGULATORY PROGRAM
PROGRAM I
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

A. Statement of Purpose

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

B. Program Budget and Agreement Amount

The State will reimburse the Grantee on a lump sum basis according to the following:

ACTIVITY	AMOUNT
Compliance assistance inspection of a large, high volume medical waste producing facility	\$150.00 per inspection up to a maximum of 20 inspections total per LHD; 100 such inspections are allowed total for Oakland County HD
Identification and compliance inspection of a producing facility that is not registered	\$100.00 per facility up to the remaining Grant balance per each LHD; Oakland County HD limited to 100, all remaining LHDs limited to 20 facilities under this activity

C. Requirements – Grantee

1. The Grantee's activities will be limited to the requirements contained in this agreement.
2. The Grantee will designate staff person(s) to be trained and to conduct the activities described under Section B of this agreement.
3. The inspection of large, relatively high volume medical waste producing facilities shall be conducted at facilities designated by the State in a list provided to each Grantee, derived from a randomized database listing of these facility types.
4. The Grantee will inspect at least one of each type of medical waste producer on the attached list. A maximum of 20 inspections and associated reports of this type may be submitted for reimbursement for all Grantees except Oakland County, limited to 100 inspections of this type.
5. Grantee shall also be provided on a biweekly basis with a complete, current listing of all facilities or businesses that are not registered as medical waste producers.
6. This listing will be used by the Grantee to perform identification of unregistered facilities and compliance activities as described under Section B of this agreement.
7. Inspection of any unregistered facility shall be at the Grantee's discretion and may be scheduled or unscheduled.

8. The inspections shall be performed in accordance with the addendum to *Medical Waste Pilot Program Inspection Guide for Local Health Departments, Appendix: Inspection Guide for Large Volume Producers of Medical Waste*.
9. The inspections shall be performed by April 30, 2015.
10. The Grantee shall notify the State of facilities on either listing described above that were found to not be medical waste producers.
11. The Grantee shall submit copies of all completed inspection reports to the State by no later than June 1, 2015, for reimbursement.

D. Requirements - State

1. The State shall provide the current inspection form, "Medical Waste Producing Facility Inspection Report" (EQP 1756), initial registration applications, and reference materials for the MWRP on the Web page.
2. The State will provide necessary MWRP training to the Grantee's designated staff person(s) performing larger, high volume medical waste producing facility inspections.
3. The State shall provide updated listings of registered small volume generators of medical waste to each participating Grantee initially and on a biweekly basis to ensure information is current for identifying unregistered facilities.
4. The State shall supplement the listing of facilities for inspection as necessary to replace those that are found not to be medical waste producers.
5. The State will provide technical assistance and periodic oversight to the Grantee relative to medical waste issues when requested. The program contact person is Andrew Shannon, who may be reached at 517-284-6594; at shannona1@michigan.gov; or at Department of Environmental Quality, Office of Waste Management and Radiological Protection, Solid Waste Section, P.O. Box 30241, Lansing, Michigan 48909-7741.

E. Performance/Progress Report Requirements

The submittal of completed inspection reports by the Grantee separated by activity type shall be sufficient documentation of activities performed under this pilot program.

The State and Grantee agree to meet to conduct a joint evaluation of whether the pilot program demonstrated that contracting with local health departments can increase the effectiveness of the DEQ/MWRP in terms of increasing the number of active facility registrations and overall compliance, providing educational outreach, improving customer service, and/or other factors that the State and Grantee determine will assist with the evaluation.

F. Reimbursement Schedule

The Grantee shall submit a single request for payment, including all completed inspection report forms separated by activity type by June 1, 2015, to DEQ - Office of Waste Management and Radiological Protection, Solid Waste Section, P.O. Box 30241, Lansing, Michigan 48909-7741.

G. Accountability

Inspection reports will be retained by the Grantee until submitted to the State.

**PROGRAM I - ALLOCATION SCHEDULE
MEDICAL WASTE REGULATORY PROGRAM
OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015**

Grantee	No. of Counties	Allocation
Allegan County Health Department (HD)	1	\$5,000
Barry-Eaton District HD	2	\$5,000
Bay	0	\$0
Benzie-Leelanau District	0	\$0
Berrien	0	\$0
Branch-Hillsdale-St. Joseph Community HD	3	\$5,000
Calhoun	0	\$0
Central Michigan District	0	\$0
Chippewa	0	\$0
Public Health, Delta & Menominee Counties	0	\$0
Detroit, City of	0	\$0
Dickinson-Iron District	0	\$0
District #2	0	\$0
District #4	0	\$0
District #10	10	\$5,000
Genesee	0	\$0
Grand Traverse	0	\$0
Holland, City of	0	\$0
Huron	0	\$0
Ingham	0	\$0
Ionia County HD	1	\$5,000
Jackson	0	\$0
Kalamazoo	0	\$0
Kent	0	\$0
Lapeer	0	\$0
Lenawee	0	\$0
Livingston	1	\$5,000
Luce-Mackinac-Alger-Schoolcraft District	0	\$0
Macomb	0	\$0
Marquette	0	\$0
Midland	0	\$0
Mid-Michigan District	3	\$5,000
Monroe	0	\$0
Public Health - Muskegon County	1	\$5,000
Health Department of Northwest Michigan	0	\$0
Oakland	1	\$25,000
Ottawa	0	\$0
Saginaw	0	\$0
Saint Clair	0	\$0
Sanilac	0	\$0
Shiawassee	0	\$0
Tuscola	0	\$0
University of Michigan	0	\$0
Van Buren/Cass District	0	\$0
Washtenaw	0	\$0
Wayne	0	\$0
Wayne State University	0	\$0
Western Upper Peninsula District	0	\$0
Totals	23	\$65,000



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



DAN WYANT
DIRECTOR

October 13, 2014

Ms. Dianne McCormick
Livingston County Department of Public Health
2300 E. Grand River, Suite 102
Howell, Michigan 48843-7578

Dear Ms. McCormick:

Enclosed for your review is an original Contract of the Office of Drinking Water and Municipal Assistance (ODWMA), Department of Environmental Quality (DEQ) – Local Health Department (LHD) agreement for Fiscal Year 2014-2015 and Appendix A. Programs for Noncommunity Water Supply, Drinking Water Long-Term Monitoring, Great Lakes Beach Monitoring, Public Swimming Pools, Septage Waste, and Campgrounds are included as applicable to your LHD. To accept the award, you must sign two originals of the Contract and return both originals to the DEQ.

The previous contract expired on September 30, 2014. We anticipate the LHDs will provide services on a continuing basis while these new agreements are reviewed and signed.

Please verify your federal identification number, address and DUNS number on page one of the grant contract. The contract must be signed by an individual authorized to make a legal commitment for the Grantee. Return **two** signed to the following address:

DEQ, ODWMA
Administration Section
P.O. Box 30241
Lansing, MI 48909-7741

When the contracts are signed by all parties, an original will be returned to you.

If you have any questions pertaining to a specific program, please contact the person listed for the appropriate program. For general questions relating to overall contract administration, please contact me by phone or e-mail.

Sincerely,

Christina Campbell
Administration Section
Office of Drinking Water and Municipal
Assistance
517-284-6501/campbellc@michigan.gov

Enclosure
cc: Environmental Health Director



Memorandum

To: Livingston County Board of Commissioners
From: Matt Bolang
Date: October 20, 2014
Re: Resolution Authorizing Agreement With The Michigan Department Of Environmental Quality To Conduct Environmental Health Services For The Period Of October 1, 2014 Through September 30, 2015

The attached resolution establishes continuation of the agreement with the Michigan Department of Environmental Quality to conduct environmental health services. The MDEQ provides funding to partially reimburse the county for services covered in the agreement. This resolution establishes the agreement for the period October 1, 2014 through September 30, 2015.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING ISSUANCE OF A BLANKET PURCHASE ORDER TO ULTRALEVEL INC. FOR THE INFORMATION TECHNOLOGY DEPARTMENT - INFORMATION TECHNOLOGY / GENERAL GOVERNMENT / FINANCE / BOARD

WHEREAS, due to on-going needs of the Livingston County Information Technology department to seek high quality technology services from outside sources, it has been determined that there is a need for a Blanket Purchase order to be authorized for services for the Information Technology Department; and

WHEREAS, after review of vendors and services, IT recommends that a Blanket Purchase order with UltraLevel Inc. of Southfield, MI be awarded through December 31, 2014 in the amount not to exceed \$75,000.00 for UltraLevel Inc.; and

WHEREAS, funds are available in the 2014 IT budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves a Blanket Purchase order be issued to UltraLevel Inc., of Southfield, MI. in the amount not to exceed \$75,000.00 that will cover technical services through December 31, 2014.

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**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT REGARDING THE COMPANION ANIMAL WELFARE FUND – ANIMAL CONTROL/GENERAL GOVERNMENT AND HEALTH & HUMAN SERVICES/ FINANCE/BOARD

WHEREAS, Animal Control is constantly seeking funding to aid with costs associated with animal sterilization and adoption; and

WHEREAS, the Michigan Department of Agriculture and Rural Development awards grants under the Companion Animal Welfare Fund in support of projects that increase the number of dogs and cats that are sterilized and adopted; and

WHEREAS, Animal Control wishes to secure a grant for 2015 not to exceed the amount of \$10,000 for surgical supplies and equipment from the Michigan Department of Agriculture and Rural Development.

THEREFORE BE IT RESOLVED that the Chair of the Livingston County Board of Commissioners is authorized to sign an agreement for the period of February 1, 2015 through December 31, 2015, between Livingston County Animal Control and the Michigan Department of Agriculture and Rural Development to increase the number of dogs and cats that are sterilized and adopted after review by legal counsel.

THEREFORE BE IT FURTHER RESOLVED that the Board of Commissioners authorizes any budget amendments required to recognize this award.

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**MOVED;
SECONDED:
CARRIED:**

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING SUBMISSION OF THE MICHIGAN HERITAGE RESTORATION PROGRAM GRANT APPLICATION, AGREEMENT AND OTHER SUPPORTING DOCUMENTS - FACILITIES SERVICES & PLANNING DEPARTMENTS / GENERAL GOVERNMENT / FINANCE / BOARD

WHEREAS, funding is available through the Michigan Heritage Restoration Program Grant for the funding of restoration and preservation projects in historically designated neighborhoods throughout the state of Michigan; and

WHEREAS, Livingston County is eligible to submit a Michigan Heritage Restoration Program Grant in partnership with a 501(c)(3) neighborhood organization, for restoration of the Livingston County Historic Courthouse grounds to enhance a sense of place, infuse greater economic vitality, and preserve a historic architectural resource while ultimately improving the Howell Downtown Historic District; and

WHEREAS, the Livingston Arts Council (LAC) has agreed to enter into a cooperative arrangement with Livingston County as an eligible partner neighborhood organization with expertise in historic restoration and preservation of a community asset, the Howell Opera House, as well as Livingston County's long-time partner in the Concerts at the Courthouse series; and

WHEREAS, the LAC and Livingston County must sign a Memorandum of Understanding that states the various responsibilities of each party including LAC's role as fiduciary for the grant and partner in grant administration including the construction bidding process, contract agreement process, and grant reporting; and,

WHEREAS, this grant requires that a 20-year, historic preservation easement of maintenance and public accessibility must be executed to protect structures receiving grant assistance. This easement will be executed between the Michigan State Housing Development Authority and Livingston County and it will be recorded by the Livingston County Register of Deeds; and

WHEREAS, Livingston County is eligible to receive \$108,000 for the period of approximately 18 months concluding on June 30, 2016, to be allocated towards restoration of the courthouse grounds including new brick pavers, landscaping, electrical upgrades, and street furniture; and,

WHEREAS, this 60/40 payment match grant is an expense reimbursement grant; Livingston County's match share of the afore-mentioned Grant is \$72,000, forty percent (40%) of the total project cost, and funding for 100% of the project cost is available in the Facilities Services budget; and

WHEREAS, this Resolution has been recommended for approval by the General Government and Health & Human Services Committee.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the FY 2015 Grant Application documents.

BE IT FURTHER RESOLVED that the Chair of the Livingston County Board of Commissioners be authorized to sign the above Application, subsequent Grant Agreement and any future amendments for monetary and contractual language adjustments upon review by Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF PLANNING
DEPARTMENT OF FACILITIES SERVICES

Department of Planning
304 East Grand River, Suite 206, Howell, MI 48843
Phone (517) 546-7555 Fax (517) 552-2347
Web Site: www.livgov.com/planning

Department of Facilities Services
420 S. Highlander Way, Howell, MI 48843
Phone (517) 546-6491 Fax (517) 546-0271
Web Site: www.livgov.com/facilitieservices

Memorandum

To: Livingston County Board of Commissioners
From: Kathleen Kline-Hudson
Date: 11/4/14
Re: Submission of a Michigan Heritage Restoration Program Grant

This resolution regards the submission of a Michigan Heritage Restoration Program Grant application.

For some time now, the Facilities Services and County Planning departments have been interested in restoring the grounds surrounding the Livingston County Historic Courthouse so that the design of the grounds is more compatible with the historic structure and more functional for the many community events that Livingston County hosts on the property.

A grant from the Michigan Heritage Restoration Program with a 60/40 payment match requirement will help Livingston County accomplish the full scope of the project which totals \$180,000 in restoration costs. A grant of \$108,000 would be matched with \$72,000 from the Facility Services 2015 budget.

This grant is unique in that it requires a partnership with a non-profit neighborhood organization. The Livingston Arts Council is an eligible partner and their Board of Directors has agreed to enter into a cooperative arrangement with Livingston County for the administration of this grant. In addition, the Historical Advisory Committee will provide historic preservation expertise throughout the grant process.

Lastly, this grant requires that a 20-year, historic preservation easement of maintenance and public accessibility, must be executed to protect structures receiving grant assistance.

If you have any questions regarding this matter please contact Chris Folts or myself.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION APPROVING THE UPDATED L.E.T.S. TITLE VI PROGRAM REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION (FTA) - L.E.T.S./GENERAL GOVERNMENT / FINANCE / BOARD

WHEREAS, the Federal Transit Administration (FTA) requires an updated Title VI program every three (3) years from direct recipients of Federal funds, FTA as the operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by C.F.R. 49, Chapter 53; Section 5332, or other Federal statutes administered by the Federal Transit Administration; and

WHEREAS, the Federal Transit Administrator has been delegated authority to award Federal Financial Assistance for a transportation project with a cooperative agreement for Federal financial assistance the Federal Transit Administrator, will impose certain up to date documentation and obligations upon the Applicant; and

WHEREAS, L.E.T.S. is required to update their Title VI anti-discrimination program every three (3) years and submit to the FTA Region V office in Chicago, IL for the Civil Rights Officer's approval

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the updated L.E.T.S. Title VI program effective January 1, 2015 upon recommendation from Mark T. Koerner, special transit attorney for L.E.T.S.

BE IT FURTHER RESOLVED that the Board Chair is authorized to sign all documents related to the updated L.E.T.S. Title VI program required by the Federal Transit Administration.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Doug Britz, L.E.T.S. Director
Date: 10/28/2014
Re: RESOLUTION APPROVING THE UPDATED L.E.T.S. TITLE VI
PROGRAM REQUIRED BY THE FEDERAL TRANSIT
ADMINISTRATION (FTA) - L.E.T.S. / General Government

Attached is a resolution for your consideration and approval for the updated L.E.T.S. Title VI program which is required every three (3) years by the Federal Transit Administration per C.F.R. 49, Chapter 53; Section 5332 and any subsequent Federal legislation administered by the Federal Transit Administration.

The Federal Transit Administrator has been delegated authority to award Federal Financial Assistance for a transportation project with a cooperative agreement for such Federal financial assistance, the Federal Transit Administrator will impose certain up to date documentation and obligations upon the Applicant.

The updated L.E.T.S. Title VI program will be effective January 1, 2015. It will also be reviewed and recommended by Mark T. Koerner, special transit attorney for L.E.T.S. in its entirety prior to submitting the program to the Federal Transit Administration.

I am also requesting that the Board Chair is authorized to sign all documents related to the updated L.E.T.S. Title VI program required by the Federal Transit administration.

If you have any questions regarding this matter please contact me directly at 517-540-7847.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING CAPITAL EXPENDITURE AND ISSUANCE OF PURCHASE ORDERS FOR VEHICLE PURCHASE AND INMATE INSERT (vehicles) - MOTOR POOL/GENERAL GOVERNMENT/FINANCE/BOARD

WHEREAS, the Livingston County Motor Pool Department is requesting the purchase of one (1) new vehicle for the Sheriff’s Department Jail transport and one (1) inmate insert; and

WHEREAS, the recommended vehicle is a MY 2015 Chevrolet Express van at a cost not to exceed \$22,000 Van and \$10,000 for the Bob Barker Company inmate insert; and

WHEREAS, the Chevrolet Express Van will be purchased from the Oakland County Contract from Berger Chevrolet of Grand Rapids, MI and the inmate insert will be purchased from Bob Barker Company. of Charlotte, NC; and

WHEREAS, the Motor Pool department will be purchasing the new vehicle and inmate insert and request the Sheriff’s department Jail program to reimburse the Car Pool department; and

WHEREAS, the new vehicle and inmate insert will be charged back to the Sheriff’s Department by way of the vehicle monthly lease program pending approval of the Sheriff’s Department Jail budget for CY 2015; and

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the issuance of a purchase order and purchase of one (1) new MY 2015 Chevrolet Express Van from Berger Chevrolet of Grand Rapids, MI at a cost not to exceed \$22,000 and one (1) inmate insert from Bob Barker Company of Charlotte, NC, in an amount not to exceed \$10,000

BE IT FURTHER RESOLVED that the total cost of the van and inmate insert not exceed Thirty-Two Thousand dollars (\$32,000).

BE IT FURTHER RESOLVED that van and the inmate insert be included in the Car Pool lease program and leased back to the Sheriff Department Jail division pending approval of the CY 2015 Budget.

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**MOVED:
SECONDED:
CARRIED:**



Memorandum

To: Livingston County Board of Commissioners
From: Doug Britz, Car Pool Director
Date: 11/5/2014
**Re: RESOLUTION AUTHORIZING CAPITAL EXPENDITURE AND
ISSUANCE OF PURCHASE ORDERS FOR VEHICLE PURCHASE
AND INMATE INSERT (vehicles) - Motor Pool/General Government**

Attached for your consideration and approval is a resolution authorizing the issuance of a purchase order and purchase of one (1) MY 2015 Chevrolet Express Van and one (1) inmate insert for the Sheriff's Department Jail Division

The van will be used to transport inmates to and from various courts. The MY 2015 Chevrolet Express van at a cost not to exceed \$22,000 Van and \$10,000 for the Bob Barker Company inmate insert.

The Chevrolet Express Van will be purchased from the Oakland County Contract from Berger Chevrolet of Grand Rapids, MI and the inmate insert will be purchased from Bob Barker Company of Charlotte, NC.

The Motor Pool department will be purchasing the new vehicle and inmate insert and once these 2 items are delivered a request to the Sheriff's department Jail program will be made to reimburse the Car Pool department for the cost of the van and the inmate insert.

The new vehicle and inmate insert will be charged back to the Sheriff's Department by way of the vehicle monthly lease program pending approval of the Sheriff's Department Jail Division budget for CY 2015. The total cost of the van and inmate insert is not exceed Thirty-Two Thousand dollars (\$32,000) and the van and the inmate insert be included in the Car Pool lease program and leased back to the Sheriff Department Jail Division.

Should you have any questions, please do not hesitate to contact me at 517-540-7847

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO FILL THE VACANCY OF THE FULL-TIME VETERAN BENEFITS COUNSELOR IN THE LIVINGSTON COUNTY VETERANS' SERVICES DEPARTMENT – VETERANS' SERVICES – VETERANS' SERVICES / GENERAL GOVERNMENT / FINANCE / BOARD

WHEREAS, Jon Waggoner vacated a position as Veteran Benefits Counselor to become the Director of Livingston County Veterans' Services; and

WHEREAS, the position being requested is an authorized position in the current FY 2014 Veterans' Services Operating Budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the Livingston County Veterans' Services department to hire a full-time Veteran Benefits Counselor to fill the position that is now vacant.

Position Control - Munis [Livingston County] > Position Control				
Position #	Description	Stat	# Emps	CY FTE
68200101	VETERANS AFFAIRS DIR	A	2	1.000
68200102	ADMINISTRATIVE AIDE	A	1	1.000
68200103	VETERAN COUNSELOR	A	1	1.000
68200104	VETERAN COUNSELOR	A	0	1.000
68200105	VETERAN COUNSELOR	A	1	1.000

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**MOVED:
SECONDED:
CARRIED:**

REQUEST FOR EXCEPTION TO THE HIRING FREEZE

Request Submitted by: *Jon Waggoner*

Title of Position to be Filled:

Salary: *\$17.28/hr \$35,942/yr*

Position Control#: *68200104*

Annual Cost of Budgeted Position (incl. fringe benefits): \$54,533

Projected Cost for the next five years (incl. fringe benefits): *\$278,180*

New Position/Classification (Yes/No): *NO*

If No: Name of Employee Last Occupying this Position *Jon Waggoner*

When did the position become vacant? *10-22-14*

Has sufficient time been given to properly compensate for vacation and/or sick pay-offs to insure personnel expenses do not exceed the authorized budget? *YES*

1. Briefly describe this position and why you believe that it is essential enough to warrant an exception to the overall Livingston County hiring freeze. Provide a copy of the job description.

2. Budgeted department head count for the past five years:

Jan., 20__ : Jan., 20__ : Jan., 20__ : Jan., 20__ : Jan., 20__ :

3. Recognizing that all Elected Officials/Department Heads are expected to provide quality supervision and be creative problem solvers, how could the department reassign work and/or personnel to get all essential work of the department done without additional hiring?

4. Specifically list three reasonable options or detriments to the department if your request to replace a position is denied.

5. What budget saving measures has this department implemented? Have additional measures been identified? For example, use of temporary employees or part-time (less than 30 hours) employees Please provide explanation(s).

7. Has current staff been working overtime and, if so, how much is currently being worked or how much is planned to be worked per week (on the average)?

8. Has cross-trained staff been fully utilized to maximize the output of existing staff? Please provide explanation(s).

9. Are your actual revenues coming in at your projected budgeted revenue amounts?

1. The position of Veterans Benefits counselor is responsible for assisting Livingston county veterans and their families file claims for benefits from the US Department of Veterans Affairs. The Department has two of these positions authorized in the budget. One position is currently vacant due to the promotion of Jon Waggoner to the Director's position. To not fill this position would cause the workload of two people to be placed onto one person. The Counselors make appointments with their clients based on the time required to complete the forms necessary for the benefit sought by the claimant. Two people have been making appointments as far out as three weeks in order to properly serve each client. If one person attempted to perform the job of two, the appointments would be scheduled six weeks or more in the future. The delay in filing for benefits would cause a monetary loss to our clientele based on the effective date of receipt of the claim by the federal government.
2. Head count in the Department for the following years: 2010; 2.5, 2011; 3.5, 2012; 3.5, 2013; 3.5, 2014; 3.5. This does not include the position paid for from the Veterans Relief Fund.
3. This position is currently budgeted in the 2014 Budget. This is not an additional position.
4. A. Loss of income to our clientele. B. Office workload has grown to the point that it would be unmanageable for one employee. C. The level of exasperation on the part of the clientele would escalate (especially in cases of Post-Traumatic Stress Disorder claims).
5. Through the tax levy beginning in 2010 the following savings (or income) in the General Fund Budget have been implemented: Allocation of relief (\$6000), purchase of flags and markers for Memorial Day ceremonies (\$5988 avg.), reimbursement of salary and fringe for indigent work performed by employees not paid by Relief Fund (\$36881 avg.). Because of the purchase of VetraSpec software we have trimmed our postage line item usage because the forms for federal claims are sent electronically.
7. No.
8. Yes, new Director is accredited and is filing claims which takes away from time available for primary duties.
9. Yes.

Veterans Benefits Counselor

Dec. 01, 2012 - Dec. 14, 2012

Location: Howell, MI

Salary Range: Starting \$17.28 hr.

Exempt/Non-Exempt: Non-Exempt

Benefits: Comprehensive Benefit Package Available

Employment Type: Full Time

Department: Veteran Affairs

Description: This class is responsible for assisting Veterans, dependents and survivors with preparing claims for services and programs.

Duties: ESSENTIAL FUNCTIONS:

Performs case management by following up with clients, tracking circumstances and conditions, responding to questions and complaints, and preparing related documents.

Researches military and medical history, obtains medical and military records, and reviews other documentation to assist Veterans in applying for assistance and programs.

Interviews clients, families, and medical personnel and prepares and files claims for Veterans and their families.

Assists clients with reviewing and understanding Veteran's programs and benefits.

Follows up on denied claims by reviewing decisions and assisting with appeals to the U.S. Department of Veterans Affairs. Represents clients at hearings, and assists supervisor(s) or

other agencies with appeals to military boards and Courts.

Assists clients in obtaining emergency medical treatment and provides related referrals.

Attends annual training conferences needed to earn continuing education credits to maintain accreditation through the U.S. Department of Veterans Affairs.

Attends community functions to inform the public of services and programs available.

Interacts with other Human Service providing agencies, i.e., Love, Inc., Catholic Charities, OLHSA, etc. to provide expanded services for our clientele.

Performs other duties of a similar nature or level.

Qualifications LICENSING or CERTIFICATIONS:

- : Valid Michigan License, reliable transportation and a good driving record.
- Accreditation by the U.S. Department of Veterans Affairs (can be acquired through training after employment).

QUALIFICATIONS:

1. Associate's Degree and;
2. Two years of counseling, social work, accounting, or legal experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.



Memorandum

To: Livingston County Board of Commissioners
From: Jon Waggoner, Director of Veterans Services
Date: 11/5/2014
Re: Filling a vacant Veterans Benefits Counselor position

The attached resolution is requesting permission to fill the full time Veterans Benefits Counselor position from which I was promoted. This position is authorized in the 2014 Veterans Services operating budget.

To not fill this position would leave the Department relying on one Counselor to perform the work of two. While I am accredited with the US Department of Veterans Affairs and can continue filing claims, that would not allow me to perform the duties of the Director's position in an adequate fashion and to the satisfaction of the Veterans Affairs Committee.

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

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

**RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE VETERANS' SERVICES 2014
OPERATING BUDGET - VETERANS' SERVICES / GENERAL GOVERNMENT**

WHEREAS, Resolution 2014-07-205 authorized increasing the Veterans' Services Director from a part time 20 hour position to a full time position; and

WHEREAS, the Veterans' Services Director position was filled on 10/21/14; and

WHEREAS, the budget needs to be amended by \$6,650 to cover the increase in hours for the position; and

WHEREAS, a Veterans' Benefits Counselor has requested tuition reimbursement for the fiscal year 2014 which was not included in the original budget request and is estimated to be \$8,000 for the year and will be reimbursed to the County General Fund from the Veterans Relief Fund.

THEREFORE, BE IT RESOLVED the Livingston County Board of Commissioners authorizes a budget

amendment to the Veterans' Services Department in the amount of \$14,650 to cover the

increased hours for the Director and Tuition reimbursement for the Veteran Counselor.

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MOVED:

SECONDED:

CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Jon Waggoner, Veterans' Services Director
Date: 11/5/2014
Re: Resolution Authorizing A Budget Amendment to the Veterans' Services 2014 Operating Budget

The Livingston County Veterans' Affairs Director position was reestablished as a full time position per Resolution 2014-07-205. This was in anticipation of Carl Pardon's retirement and filling the position with a full time director. This caused the 2014 budget to be underfunded from the date of hire of the new director to the end of the year. There is also an overlapping transition period for training of the new director. On October 21, 2014 Jon Waggoner was hired as the new director. The estimated increase in salary and benefits cost for the remainder of the year is \$6,650.

A veteran benefits counselor has applied for reimbursement of tuition for college. An application has submitted the proper documentation and is eligible for reimbursement in the amount of approximately \$8,000 for 2015 based on the current course schedule. This was not in the 2014 budget and will be reimbursed out of the Veteran's relief fund.

Therefore I request that the County Board of Commissioners approve a budget amendment for \$14,650 to fund the approved director's position and tuition reimbursement.

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