

# MUSKEGON COUNTY BOARD OF COMMISSIONERS

## Human Services Committee

### AGENDA

April 1, 2021 - 4:00 p.m.  
Hall of Justice, 4<sup>th</sup> Floor  
990 Terrace, Muskegon, MI

Marcia Hovey-Wright, Chair  
Zach Lahring, Vice-Chair

Due to MDHHS Capacity Guidelines the boardroom may accommodate 18 people  
The Public may attend via Zoom - Connect to Zoom from your computer, tablet or smartphone at:  
<https://zoom.us/j/93943531492?pwd=cUtiUFRZMGs5Rmxhb2laVks5NWxhQT09>

Phone: (312) 626-6799  
Meeting ID: 939 4353 1492  
Passcode: 093863

Cell phones may mute & unmute by dialing \*6  
Raise and lower hand to speak by dialing \*9

To raise your digital hand from your PC or  
MAC, at the bottom of the window on the right  
side of the screen, click the button labeled  
"Raise Hand"

View the meeting on YouTube at:  
<https://www.co.muskegon.mi.us/1597/Board-Meeting-Videos>  
View the meeting on Facebook at:  
<https://www.facebook.com/MuskegonCountyMI>

1. Call to Order
2. Roll Call (w/location)
3. Approval of Minutes of March 2, 2021
4. Public Comment (on an agenda item)
5. Items for Consideration

*Senior Millage – Grant Administrator  
Board Work Session Begins at 3:00 p.m.  
today*

- HS21/04 - 08 (Public Health – Kathy Moore) To approve additional FY21 Senior Millage funding in the amount of \$7,500 for Disability Network transportation through September 30, 2021.
- HS21/04 - 09 (Public Health – Kathy Moore) To authorize the Board Chair to sign the 2021 Medical Marihuana Operation and Oversight Grant with the Michigan Department of Licensing and Regulatory Affairs in the amount of \$35,178 effective January 1, 2021 to September 15, 2021.
- HS21/04 - 10 (Public Health – Kathy Moore) To enter into a 3-year contract agreement with Senior Resources for senior millage grants administration services effective October 1, 2020 through September 30, 2023.

6. Unfinished Business
7. New Business

#### Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the Commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of the majority of the Commission.

8. Public Comment
9. Final Board Comment
10. Adjourn (call of the Chair)

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours' notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

**MUSKEGON COUNTY BOARD OF COMMISSIONERS**  
**Human Services Committee**

March 2, 2021 – 4:00 p.m.  
via Zoom

Marcia Hovey-Wright, Chair  
Zach Lahring, Vice-Chair

---

**MINUTES**

---

**CALL TO ORDER**

The meeting was called to order by Commissioner Hovey-Wright at 4:23 p.m.

**ROLL CALL**

Present: Doug Brown (Muskegon), Kim Cyr (Twin Lake), Susie Hughes (Muskegon Township), Zach Lahring (Muskegon), Charles Nash (Muskegon), Malinda Pego (Norton Shores), Bob Scolnik (Norton Shores), Rillastine Wilkins (Muskegon), Marcia Hovey-Wright (Muskegon)

Also Present: Mark Eisenbarth, County Administrator; Kathy Tharp, Administrative Coordinator

**APPROVAL OF MINUTES**

It was moved by Commissioner Hughes, supported by Commissioner Nash, to approve the minutes of the December 1, 2021 meeting as written.

Roll Call:

Yes: Kim Cyr, Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Marcia Hovey-Wright

No: None

Motion carried.

**PUBLIC COMMENT**

None

**ITEMS FOR CONSIDERATION**

HS21/03 - 01           It was moved by Commissioner Hughes, supported by Commissioner Nash, to authorize the County Administrator to create the position of Veterans Resource Assistant, table/grade NO-00180 (\$16.966/hr to \$21.376/hr), and to appoint Amy Rabidoux to the position effective May 1, 2021; provided she passes a pre-employment physical.

Roll Call:

Yes: Susie Hughes, Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Kim Cyr, Marcia Hovey-Wright

No: None

Motion carried.

HS21/03 - 02           It was moved by Commissioner Nash, supported by Commissioner Hughes, to authorize Public Health to accept funding in the amount of \$51,459 effective October 1, 2020 to September 30, 2021; and authorize the Public Health Director to sign the related

contract agreement with the Michigan Department of Environment, Great Lakes, and Energy to perform routine environmental health inspections, activities and services.

Roll Call:

Yes: Zach Lahring, Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Susie Hughes, Kim Cyr, Marcia Hovey-Wright

No: None Motion carried.

HS21/03 - 03 It was moved by Commissioner Nash, supported by Commissioner Wilkins, to approve extending the FY20 Senior Millage funding in the amount of \$40,005 to the Alzheimer Association through June 30, 2021.

Roll Call:

Yes: Charles Nash, Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Susie Hughes, Kim Cyr, Zach Lahring, Marcia Hovey-Wright

No: None Motion carried.

HS21/03 - 04 It was moved by Commissioner Hughes, supported by Commissioner Nash, to authorize Public Health to participate in the WIC Project FRESH Program as the state authorized WIC Market Master, and to enter into agreements with the participating farmers; further authorize the Public Health Director to sign Market Master and related Project Fresh agreements, with no change in the general fund appropriation.

Roll Call:

Yes: Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Susie Hughes, Kim Cyr, Zach Lahring, Charles Nash, Marcia Hovey-Wright

No: None Motion carried.

HS21/03 - 05 It was moved by Commissioner Lahring, supported by Commissioner Hughes, to approve refunding 90% of the food service licensing fees collected in FY20 and discounting the food service licensing fees to be paid in FY21 by 50%.

Roll Call:

Yes: Bob Scolnik, Rillastine Wilkins, Doug Brown, Kim Cyr, Zach Lahring, Charles Nash, Malinda Pego, Marcia Hovey-Wright

Abstained: Susie Hughes

No: None Motion carried.

HS21/03 - 06 It was moved by Commissioner Nash, supported by Commissioner Hughes, to authorize the Public Health Department to amend its FY21 budget from \$7,398,712 to \$9,254,543, which includes changes in grant funding, program line item adjustments, staff/funding transfers, temporary COVID-19 community response workers, and grant funded reimbursement of a COVID-19 testing/vaccination mobile unit operated by HealthWest (purchase approved by HealthWest Board on 1/15/21) with no change in the general fund appropriation.

Roll Call:

Yes: Rillastine Wilkins, Doug Brown, Susie Hughes, Kim Cyr, Zach Lahring, Charles Nash, Bob Scolnik,  
Marcia Hovey-Wright

No: Malinda Pego Motion carried.

HS21/03 – 07 It was moved by Commissioner Has, supported by Commissioner Hughes, to approve extending the FY20 Senior Millage funding in the amount of \$38,456.50 for AgeWell Services for the Safe Seniors program through June 30, 2021.

Roll Call:

Yes: Malinda Pego, Bob Scolnik, Rillastine Wilkins, Doug Brown, Susie Hughes, Kim Cyr, Zach Lahring,  
Charles Nash, Marcia Hovey-Wright

No: None Motion carried.

**UNFINISHED BUSINESS**

None

**NEW BUSINESS**

None

**PUBLIC COMMENT**

None

**FINAL BOARD COMMENT**

None

**ADJOURNMENT**

There being no further business to come before the Human Services Committee, the meeting adjourned at 5:11 p.m.

# Muskegon County Human Services Committee

## Request for Board Consideration

**Requestor:** Kathy Moore

**Committee Date:** 2021-04-01

**Requesting Department:** Public Health

**Full Board Date:** 2021-04-06

**Budget:** Budgeted

**Agenda Number:** HS21/04 - 08

---

**Suggested Motion:** *(State the following exactly as it should appear in the minutes.)*

Move to approve additional FY21 Senior Millage funding in the amount of \$7,500 for Disability Network transportation through September 30, 2021.

---

**Summary of Request:** *(General description of financing, other operational impact, possible alternatives.)*

At its regular meeting on March 16, 2021, the Senior Activities Committee (SAC) reviewed and moved to recommend approving additional FY21 Senior Millage funding in the amount of \$7,500 for Disability Network transportation through September 30, 2021 based on their services provided and budget presented.

<b>Kristen Wade, HR Director Analysis Required?</b> No	<b>Beth Dick, Finance Director/Management Analysis:</b>  ✓ 
<b>Michael Homier, Corporate Counsel Analysis Required?</b> No	<b>Mark Eisenbarth, County Administrator Recommendation:</b>  > 

# Muskegon County Human Services Committee

## Request for Board Consideration

**Requestor:** Kathy Moore

**Committee Date:** 2021-04-01

**Requesting Department:** Public Health

**Full Board Date:** 2021-04-06

**Budget:** Budgeted

**Agenda Number:** HS21/04 - 09

---

**Suggested Motion:** *(State the following exactly as it should appear in the minutes.)*

Move to authorize the Board Chair to sign the 2021 Medical Marijuana Operation and Oversight Grant with the Michigan Department of Licensing and Regulatory Affairs in the amount of \$35,178 effective January 1, 2021 to September 15, 2021.

---

**Summary of Request:** *(General description of financing, other operational impact, possible alternatives.)*

Public Health received funding for the 2021 Medical Marijuana Operations and Oversight Grant from the Michigan Department of Licensing and Regulatory Affairs in the amount of \$35,178. The purpose of this grant is to provide education, communication and outreach regarding the Michigan Medical Marijuana Act. There is no match requirement. The plan is to continue working collaboratively with other county departments and community agencies to develop and deliver harm reduction messages such as safe storage and unsafe usage. Public Health is requesting authorization to accept the funding and have the Board Chair sign the grant agreement.

<p><b>Kristen Wade, HR Director Analysis Required?</b> No</p>	<p><b>Beth Dick, Finance Director/Management Analysis:</b></p> <p>✓ </p>
<p><b>Michael Homier, Corporate Counsel Analysis Required?</b> Yes</p> <p>Michael Homier</p>	<p><b>Mark Eisenbarth, County Administrator Recommendation:</b></p> <p>✓ </p>

# MUSKEGON COUNTY

---

# MICHIGAN

## 2021 MEDICAL MARIHUANA OPERATION AND OVERSITE PROPOSAL

### Project Description and Implementation Plan

To provide harm reduction based education and outreach to medical marihuana using populations. Focus will be on reducing youth access, use by pregnant women and breastfeeding mothers, overdosing, poly-drug dangers, and driving/operating machinery hazards.

Goal: Reduce the harms associated with medical marihuana use by raising awareness of hazards and offering viable solutions to create change in user behaviors.

Objective 1: Develop, test, and distribute target audience appropriate, harm reduction based messages for Muskegon County residents by May 2021.

#### Action Steps:

1. Review impact of 2020 messaging efforts.
2. Develop and test messages using focus group techniques.
3. Create 2021 messages based upon findings.
4. Deliver messaging through social media, print, swag, and other web based media outlets.
5. Evaluate impact through post project survey/focus group.

Objective 2: Provide “Shattering the Myths” student education event for middle and/or high school students in Muskegon County by June 1, 2021.

#### Action Steps:

1. Redesign current program structure to fit virtual needs
2. Coordinate agenda and speakers/purchase incentives
3. Advertise event
4. Hold event
5. Evaluate event

### Coordination with other agencies/stakeholders:

Muskegon County has committed resources that have worked together for many years to prevent harms caused by substance use. Drug Free Muskegon (DFM), an organization originally funded through the Federal Drug Free Communities program has been a countywide gathering point for concerned partners for the last several years.

Under DFM, the Alliance for Marijuana Prevention (AMP) coalition has been working hard to “Shatter the Myths” around drug use in an effort to reduce youth use in our communities. Committee partners include the County Prosecutor, County Sheriff, Public Health – Muskegon County (PHMC), Mercy Health’s Health Project, Michigan State Police, County Probation and Parole, Muskegon Intermediate School District, and many other local law enforcement, and social service organizations.

PHMC and AMP developed a working relationship with provisioning centers in FY20, thanks to liaison work by subcontracted partner, Canna Communications. Capitalizing on successes, Public Health - Muskegon County (PHMC) and AMP members plan to work with subcontracted Canna Communications again this fiscal year to expand harm reduction messaging efforts. One noteworthy success from FY20 work, is that the provisioning centers are now active members of

the local coalition. Both PHMC and AMP believe partnering with provisioning sites improves our chance of reaching target audiences. This is an important milestone.

PHMC and AMP will also partner with Ottawa County, who is providing a medical professional CME credited event for regional healthcare personnel. While Ottawa County Health Department is coordinating event activities, Muskegon County area provider offices will be invited to participate.

Community impact:

The County of Muskegon expects the proposed project to reduce overall harm associated with the medical marijuana industry. Many in our community see the need for access to medical marijuana to treat ailments such as chronic pain and glaucoma; however, the County recognizes that in order for the public to make informed choices that actually protect health, residents need to be educated on the facts, first.

Additional project funding:

Many of the aforementioned agencies already volunteer time to substance abuse prevention activities in our community. In addition, PHMC receives staff support funding for substance abuse prevention through state block grants. The proposed project aligns well with PHMC objectives, and will hopefully enhance current desired outcomes.

Anticipated outcomes:

Overall anticipated outcomes include:

- Reduction in rate of children born with exposure to tetrahydrocannabinol (THC).
- Reduction in poison control reports of child marijuana ingestion.
- Reduction in ER visits due to overdosing and poly-drug use.
- Reduction in driving and machinery related accidents.

Detailed budget:

Salary, Wages, Fringe Benefits (Wages = \$3,400, Fringe Benefits \$1,400)	\$4,800
• .05 FTE - Health Education staff will assist subcontractor in data collection, message development, and message distribution efforts, report writing, coalition project coordination services.	
Travel	\$0
• Includes auto allowance mileage reimbursement for fleet vehicle use charges to collect data, project meetings, and other deliverables.	
Supplies and Materials	\$240
Youth coalition meeting attendance incentives (food/gas cards) 2 youth @ 6 meetings @ \$20 each = \$240	
Advertising/Community Events	\$20,023
• Message development/refinement/evaluation of 2020 outreach - \$560	
o Youth focus group incentives (food/gas cards). 7 @ \$20 each = \$140	
o Worksite focus group incentives (food/gas cards). 7 @ \$20 each = \$140	
o Drugged driving offender focus group incentives (food/gas cards). 7 @ \$20 each = \$140	
o Pregnant woman focus group incentives (food/gas cards) 7@ \$20 each - \$140	
• Message dissemination products and venues- \$14,263	
o Advertising/post boosting social media sites = \$500	
o Swag (stickers, paper bags, magnets, etc.) = \$5,963	
o Lock bags with logo/message = 500@ \$15 each = \$7,500	
o Printing = \$300	
• Webpage www.cannabisfact4you.com - \$1,200	
o Simplersite (webpage host) 4 updates @ \$210 each = \$840	
o Simplersite annual host fee = \$360	
• Shattering the Myths virtual student event = \$4,000	
o Taping, editing, and broadcasting services = \$2,000	
o Student participant incentives (swag) = \$2,000	
Subcontracts	\$7,500
• Canna Communications – gather feedback on communication needs; design final communication messages including graphics; coordinate the distribution of messages through various media, including cannabisfacts4you.com website, and provisioning centers in Muskegon County.	
Other Expenses	\$575
• Insurances, phone/fax, space, IT Support	
Indirect	\$2,040
• Indirect/administrative overhead expenses include County, board governance, administrative oversight, customer support and performance management services	
<b>Total Request</b>	<b>\$35,178</b>

GRANT NO. 2021 MMOOG MUSKEGON

GRANT BETWEEN  
THE STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
AND  
MUSKEGON COUNTY

GRANTEE/ADDRESS:

Jill Montgomery Keast  
Public Health – Muskegon County  
209 E Apple Ave  
Muskegon, MI 49442  
231-724-1293  
[montgomerykeastji@co.muskegon.mi.us](mailto:montgomerykeastji@co.muskegon.mi.us)

GRANT ADMINISTRATOR/ADDRESS:

Operations Support Section  
Marijuana Regulatory Agency  
Department of Licensing and Regulatory Affairs  
2407 N Grand River Ave  
P.O. Box 30205  
Lansing, MI 48909  
Office Number: 517-284-8539  
Email: [MRA-MMOOG@michigan.gov](mailto:MRA-MMOOG@michigan.gov)

GRANT PERIOD:

From January 1, 2021 to September 15, 2021

TOTAL AUTHORIZED BUDGET: \$35,178

Federal Contribution: \$  
State Contribution: \$35,178  
Local Contribution: \$  
Other Contributions: \$

ACCOUNTING DETAIL: Accounting Template No.: 6411113T010

## GRANT

This is Grant # 2021 MMOOG MUSKEGON between the Department of Licensing and Regulatory Affairs (Grantor), and Muskegon County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

### 1.0 Statement of Purpose

The Michigan Medical Marihuana Operation and Oversight Grant to Counties is provided for in the Michigan Medical Marihuana Act, MCL 333.26421 et seq. The purpose of the Grant is to provide funding to counties to be used for education, communication, and outreach regarding the Michigan Medical Marihuana Act.

### 1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the services that are more specifically described in the Grantee's Proposal, Attachment A.

### 1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. Attachment B is the Budget. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the Grant Administrator.

**Changes in the Budget of less than 5% of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.**

**Changes in the Budget equal to or greater than 5% of the total line item amount will be allowed only upon prior review and written approval by the Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.**

### 1.3 Payment Schedule

The maximum amount of grant assistance offered is \$35,178. Progress payments up to a total of 85% of the Total Authorized Budget may be made upon submission of a Grantee request indicating grant funds received to date, project expenditures to date (supported with computer printouts of accounts, general ledger sheets, balance sheets, etc.), and objectives completed to date. Backup documentation such as computer printouts of accounts, ledger sheets, check

copies, etc. shall be maintained for audit purposes in order to comply with this Agreement. The payment of the final 15% of the grant amount shall be made after completion of the project and after the Grant Administrator has received and approved a final report, if applicable. The final payment is also contingent upon the submission of a final invoice that includes expenditures of grant funds reported by line item and compared to the approved Budget.

Public Act 279 of 1984 states that the state shall take all steps necessary to assure that payment for goods or services, is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

#### **1.4 Monitoring and Reporting Program Performance**

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
- B. Reports. The Grantee shall submit to the Grant Administrator **3** performance reports that briefly present the following information:
  - 1. Percent of completion of the project objectives. This should include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
  - 2. A breakdown of the expenses that occurred within the reporting period along with supporting documentation that the expenses to be reimbursed were incurred by the county department.
  - 3. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grant Administrator.
  - 4. Statement concerning any significant deviation from previously agreed-upon Statement of Work.
  - 5. The reports are due on **April 1, 2021, July 1, 2021 and September 15, 2021**. Further, the Department of Licensing and Regulatory Affairs has provided a Financial Status Report form that is to be completed with each report submission.
- C. A Final Report is required. The Grantee will do the following:
  - 1. The Grantee shall submit **1** final electronic copy of the report to the Grant Administrator by **September 15, 2021**.
  - 2. The final report will include the following information:

- a. A summary of the project implementation plan and any deviations from the original project as proposed.
  - b. Accomplishments and problems experienced while carrying out the project activities.
  - c. Coordinated efforts with other organizations to complete the project.
  - d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
  - e. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
  - f. Any experience in applying the project products and anticipated “next steps”.
  - g. Actual Budget expenditures compared to the Budget in this Agreement. Include the basis or reason for any discrepancies.
3. The final report may be combined with the September 15, 2021 report provided that it includes all of the data requested in Sections 1.4(B) and 1.4 (C).

## PART II - GENERAL PROVISIONS

### 2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. **See Section 1.2, Detailed Budget.**

### 2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

### 2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

#### **2.4 Share-in-savings**

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

#### **2.5 Order of Spending**

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

#### **2.6 Purchase of Equipment**

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

#### **2.7 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

#### **2.8 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant

Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization (non-Federal entity) and expends the minimum level specified in OMB 2 CFR Part 200 (\$750,000 as of December 26, 2014) or more in total federal funds in its fiscal year, then the Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in part 200, subpart F (2 CFR section 200.508).

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

## **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

## **3.1 Intellectual Property**

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

## **3.2 Safety**

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### **3.3 General Indemnification**

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

### **3.4 Termination**

#### **A. Termination for Cause**

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

#### **B. Termination for Convenience**

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

### **3.5 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

### **3.6 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

### **3.7 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.8 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

### **3.9 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

### **4.0 Website Incorporation**

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

#### **4.1 Certification Regarding Debarment**

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

#### **4.2 Illegal Influence**

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### **4.3 Governing Law**

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

#### **4.4 Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations.

#### **4.5 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

#### **4.6 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.7 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

#### **4.8 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.9 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

#### **5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

#### **5.1 Waiver**

Failure to enforce any provision of this Grant will not constitute a waiver.

***SIGNATURES APPEAR ON THE FOLLOWING PAGE***

**5.2 Signatories**

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

E-SIGNED by Gregory Rivet  
on 2021-02-03 16:01:31 EST

2021-02-03 16:01:31 UTC

---

Gregory Rivet, Director  
Purchasing and Office Services Division  
Department of Licensing and Regulatory Affairs  
State of Michigan

---

Date

---

Robert Scholnik  
Board Chair  
Muskegon County

---

Date

GRANT NO. 2021 MMOOG MUSKEGON

# Muskegon County Human Services Committee

## Request for Board Consideration

**Requestor:** Kathy Moore

**Committee Date:** 2021-04-01

**Requesting Department:** Public Health

**Full Board Date:** 2021-04-06

**Budget:** Budgeted

**Agenda Number:** HS21/04 - 10

---

**Suggested Motion:** *(State the following exactly as it should appear in the minutes.)*

Move to enter into a 3-year contract agreement with Senior Resources for senior millage grants administration services effective October 1, 2020 through September 30, 2023.

---

**Summary of Request:** *(General description of financing, other operational impact, possible alternatives.)*

At the regularly scheduled meeting on Tuesday, March 16, 2021, the Senior Activities Committee reviewed and discussed the one proposal (received from Senior Resources) in response to the RFP for senior millage grants administration services.

The Muskegon County Senior Activities Committee voted to accept the Senior Resources proposal and recommend that the Board of Commissioners enter into a 3-year contract agreement with Senior Resources for senior millage grants administration services effective October 1, 2020 through September 30, 2023. Per the Muskegon County Bid Summary, the contract price is \$192,000 the first year, \$197,800 the second year and \$203,700 the third year.

<p><b>Kristen Wade, HR Director Analysis Required?</b> No</p>	<p><b>Beth Dick, Finance Director/Management Analysis:</b></p> <p>✓ </p>
<p><b>Michael Homier, Corporate Counsel Analysis Required?</b> No</p>	<p><b>Mark Eisenbarth, County Administrator Recommendation:</b></p> <p>➤ </p>

MUSKEGON COUNTY BID SUMMARY

Commodity Numbers: 91804, 91806, 91858, 91866, 95221, 95259, 95686, 96102, 96156

Department: Public Health

Proposal: RFP 21-2408

Release Date: 12/18/2020

Product / Service: Senior Millage Grant Administration Services

Opening Date: 01/17/2021

**Bid Net Solicitation Statistics**	
Received Notice:	439
Viewed Documents:	23
Solicitation Received:	1
No-Solicit Form Received:	0

Vendor Name & Address	Received	Responsive	Phase 1 Score	Phase 2 Score	Contract Price			Comments
					Year 1	Year 2	Year 3	
Senior Resources of West Michigan 560 Seminole Rd Norton Shores MI 49444	Yes	Yes	94.8%	96.3%	\$192,000.00	\$197,800.00	\$203,700.00	

Committee Recommendation: Senior Resources of West Michigan

Name of Buyer: Jamie Burmeister

Director of Finance/Assistant County Administrator's Name: Beth Dick

Signature: Beth Dick

Vendor Awarded: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_

Board Motion Number: \_\_\_\_\_