MUSKEGON COUNTY BOARD OF COMMISSIONERS
Human Services Committee
AGENDA

July 13, 2021 - 4:00 p.m.
Hall of Justice, 4th Floor
990 Terrace, Muskegon, MI

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

The Public may attend via Zoom - Connect to Zoom from your computer, tablet or smartphone at:
https://zoom.us/j/98039010053?pwd=a1NqNS9KZFQzd29EV1NLbFhSQlIMdz09
Phone: (312) 626-6799
Meeting ID: 980 3901 0053
Passcode: 447249

View the meeting on Facebook at:
https://www.facebook.com/MuskegonCountyMI

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"

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

Board Work Sessions Regarding the American Rescue Plan Begins at 3:00

HS21/07 - 12 (Public Health/Kathy Moore) To authorize Public Health to accept the Great Lakes Beach Monitoring Grant from the Michigan Department of Environmental, Great Lakes and Energy in the amount of $9,014; and to contract with Grand Valley State University - Annis Water Resource Institute not to exceed $8,320 for related sampling and testing services, with no effect on county general fund; and further authorize Public Health Director to sign the agreements.

HS21/07 - 13 (Public Health/Kathy Moore) To authorize Public Health to accept additional funding in the amount of $19,200 and to extend the effective date until December 31, 2022; subcontract with GVSU Annis Water Resources Institute (AWRI) to conduct FY21 and FY22 Inland Beach Monitoring in the amount of $17,773; and authorize the Public Health Director to sign the related amendments with the Michigan Department of Environment, Great Lakes and Energy and GVSU Annis Water Resources Institute.

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.

5. Items for Consideration - Contined

   HS21/07 – 14 (Prosecutor/DJ Hilson) To approve the Prosecutor's request change of the reimbursement Cost Per Unit for the Safe Seniors Task Force and Collaborative to $47.07 to support 4110 units of service, and make it retroactive to October 1, 2020.

6. Unfinished Business

7. New Business

   HS21/07 – 15 (Commissioner Hovey-Wright) Resolution – Censur of County Commissioner

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

May 4, 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 4:42 p.m.

ROLL CALL

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

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

APPROVAL OF MINUTES

It was moved by Commissioner Wilkins, supported by Commissioner Hughes, to approve the minutes of the April 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

Commissioner Hovey-Wright made an announcement on how the comments would be handled during the meeting.

Many citizens addressed the board regarding the proposed vaccine passport resolution.

MSU Extension Director James Kelly presented his annual report to the Board

ITEMS FOR CONSIDERATION

HS21/05 - 11 It was moved by Commissioner Lahring, supported by Commissioner Wilkins, to adopt the Muskegon County Resolution Opposing Vaccine Passports.

Roll Call:
Yes: Zach Lahring, Malinda Pego, Bob Scolnik, Doug Brown, Kim Cyr
No: Susie Hughes, Charles Nash, Rillastine Wilkins, Marcia Hovey-Wright Motion carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

PUBLIC COMMENT

Many citizens addressed the board regarding the proposed vaccine passport resolution and one person asked about election integrity.

FINAL BOARD COMMENT

Chairman Scolnik addressed reading emails and spoke about a meeting with Mr. Tim Klein.

Commissioner Hovey-Wright requested the votes be placed on the vaccine passport resolution.

ADJOURNMENT

There being no further business to come before the Human Services Committee, the meeting adjourned at 6:24 p.m.

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-07-13

Requesting Department: Public Health

Full Board Date: 2021-07-15

Budget: Budgeted

Agenda Number: HS21/07 - 12

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

Move to authorize Public Health to accept the Great Lakes Beach Monitoring Grant from the Michigan Department of Environmental, Great Lakes and Energy in the amount of $9,014; and to contract with Grand Valley State University - Annis Water Resource Institute not to exceed $8,320 for related sampling and testing services, with no effect on county general fund; and further authorize Public Health Director to sign the agreements.

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

Public Health is requesting authorization to accept the Great Lakes Beach Monitoring Grant from the Michigan Department of Environmental, Great Lakes and Energy in the amount of $9,014; and to subcontract with Grand Valley State University - Annis Water Resource Institute (AWRI) for related sampling and testing services, not to exceed $8,320.

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

AGREEMENT

BETWEEN

PUBLIC HEALTH MUSKEGON COUNTY

AND ANNIS WATER RESOURCES INSTITUTE, GRAND VALLEY STATE UNIVERSITY

This Grant Agreement ("Agreement") is made between Public Health Muskegon County ("PHMC") and Annis Water Resources Institute, Grand Valley State University ("AWRI-GVSU")

The purpose of this Agreement is to implement the activities identified herein for the project named below. This Agreement is subject to the terms and conditions specified herein and is effective upon signatures of all parties.

State Date: April 1, 2021 End Date: December 31, 2021

Project Name: Great Lakes Beach Monitoring for Muskegon County

CFDA No.: 66.454 Federal Grant #: CU00E99311 Project #: 2021-7212

Agreement amount: Not to exceed $8,320

Public Health Muskegon County Contact:

Name: Mike Eslick
Title: Public Health Operations Manager
Phone: 231-724-1253
E-mail: eslickmi@co.muskegon.mi.us

AWRI-GVSU Contact:

Name: Richard R. Rediske, Ph.D.
Title: Professor, Water Resources
Phone: 616-331-3047
E-mail: redisker@gvsu.edu

PROJECT SCOPE:

This Agreement and its appendices constitute the entire Agreement between PHMC and AWRI-GVSU and may be modified only by written agreement between PHMC and AWRI-GVSU.

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

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

AGREEMENT PERIOD:

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

CHANGES:

Any changes to this Agreement shall be requested by AWRI-GVSU or PHMC in writing and implemented only upon approval in writing by PHMC. PHMC reserves the right to deny requests for changes to the Agreement or to the appendix. No changes can be implemented without approval by PHMC.

AWRI-GVSU DELIVERABLES AND REPORTING REQUIREMENTS:

AWRI-GVSU shall submit deliverables and follow reporting requirements specified in the Program Specific Requirements – Appendix A and in the Program Descriptions of this Agreement.

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

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 20	July 31
July 1 – September 30	October 15*
October 1 – December 31	January 31

*Due to PHMC'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 AWRI-GVSU. If AWRI-GVSU 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 PHMC to complete its accounting for that fiscal year.

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

(B) AWRI-GVSU shall provide a final project report in a format prescribed by PHMC. AWRI-GVSU must provide a draft final report 45 days prior to the end date of the agreement. AWRI-GVSU shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) AWRI-GVSU must provide copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supporting in whole or in part by Beach Monitoring and Notification Program Implementation Grants, EGLE, per the guidelines provided by the program.
(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

AWRI-GVSU RESPONSIBILITIES:

(A) AWRI-GVSU agrees to abide by all applicable local, state, and federal laws, rules, ordinances and regulations in the performance of this Agreement.
(B) All local, state, and federal permits, if required, are the responsibility of AWRI-GVSU. Award of this agreement is not a guarantee of permit approval by PHMC.
(C) AWRI-GVSU shall be solely responsible to pay all applicable taxes and fees, if any, that arise from their receipt or execution of this Agreement.
(D) AWRI-GVSU is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specification, reports, and other services submitted to PHMC under this agreement. AWRI-GVSU shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specification, reports, or other services.
(E) PHMC's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve AWRI-GVSU of responsibility for the technical adequacy of the work. PHMC's review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
(F) AWRI-GVSU acknowledges that it is a crime to knowingly and willingly file false information with PHMC for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject AWRI-GVSU, its agents, and/or employees to criminal and civil prosecution and/or termination of the Agreement.

USE OF MATERIAL:

Unless otherwise specified in this Agreement, AWRI-GVSU may release information or material developed under this Agreement, provided it is acknowledged that PHMC and the Michigan Department of Environment, Great Lakes and Energy (EGLE) funded all or a portion of its development.

PHMC, EGLE, and the 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 AWRI-GVSU or another person. AWRI-GVSU will only submit materials that PHMC can use in accordance with this paragraph.

ASSIGNABILITY:

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

SUBCONTRACTS;

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

NON-DISCRIMINATION:

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

UNFAIR LABOR PRACTICES:

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

LIABILITY:

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

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

CONFLICT OF INTEREST:

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

ANTI-LOBBYING:

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

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

DEBARMENT AND SUSPENSION:

By signing this Agreement, AWRI-GVSU certifies that is has checked the federal debarment/suspension list at www.SAM.gov to verify 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 Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
(3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
(4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
(5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

AUDIT AND ACCESS TO RECORDS:

PHMC reserves the right to conduct a programmatic and financial audit of the project, and PHMC may withhold payment until the audit is satisfactorily completed. AWRI-GVSU will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by PHMC. PHMC 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. AWRI-GVSU 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 AWRI-GVSU by PHMC.

INSURANCE:

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

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

OTHER SOURCES OF FUNDING:

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

COMPENSATION:

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

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

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

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

CLOSEOUT:

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by PHMC after AWRI-GVSU 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 PHMC, AWRI-GVSU releases PHMC of all claims against PHMC arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of PHMC's claims against AWRI-GVSU.

(C) AWRI-GVSU shall immediately refund to PHMC any payments in excess of the costs allowed by this Agreement.

CANCELLATION:

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

TERMINATION:

(A) This Agreement may be terminated by PHMC as follows:

(1) Upon 30 days written notice to AWRI-GVSU:

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

(b) If AWRI-GVSU knowingly and willingly presents false information to PHMC for the purpose of obtaining this Agreement or any payment under this agreement.

(c) If PHMC finds that AWRI-GVSU, or any of AWRI-GVSU's agents or representatives offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of PHMC in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(d) If AWRI-GVSU or any subcontractor, manufacturer, or supplier of AWRI-GVSU 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, PHMC shall withhold payment for any findings under subparagraphs (a) through (d) above and AWRI-GVSU will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to PHMC if AWRI-GVSU, or any agent of AWRI-GVSU, or any agent of any subcontracts:

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 of standards for PHMC or 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 PHMC, reflects on AWRI-GVSU's business integrity.
e. Added to the federal or state Suspension and Debarment list.

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

IRAN SANCTIONS ACT:

By signing this Agreement AWRI-GVSU 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.

DISCLOSURE OF INFORMATION:

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

QUALITY ASSURANCE/QUALITY CONTROL:

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

PREVAILING WAGE:

This project is subject to the Davis-Bacon Act, 40 U S C 276a, et seq, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over $2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

FEDERALY FUNDED PROGRAM-SPECIFIC BOILERPLATE:

(A) Utilization of small, minority and women's business enterprises

(1) General Compliance, 40 CFR, Part 33

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

(2) EPA MBE/WBE Certification, 40 CFR, Part 33, Subpart B

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: 33.204 (a) (3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in

33.204; and 33.205 through and including 33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

(3) Six Good Faith Efforts, 40 CFR, Part 33, Subpart C

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

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

b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

c. 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.

d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.

f. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

(4) Contract Administration Provisions, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

(5) Bidders List, 40 CFR, Section 33.501 (b) and (c)

Recipients of continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

(6) Fair Share Objectives, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CRF Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Not withstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

(7) MBE/WBE Reporting – Specific Changes Pursuant to Class Deviation, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https://www.epa.gov/grants/epa-grantee-forms.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the threshold amount of $250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds $250,000. Annual reports are due by October 30th each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE-WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

FEDERAL FUNDING REQUIREMENTS:

A maximum of $8,320 or 100% of total disbursements is funded with Federal Funding. AWRI-GVSU 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. By accepting this Agreement, AWRI-GVSU shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to the following:

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

Michigan Department of Environment, Great Lakes and Energy
Administration Division-Federal Aid Section
525 W. Allegan Street
Constitution Hall 6th Floor South Tower
Lansing, MI 48909

It is the responsibility of AWRI-GVSU to report the expenditures related to this grant on the annual Schedule of Expenditures of Federal Awards.

(B) AWRI-GVSU will comply with the Hatch Political Activity Act, as amended, 5 USC paragraphs 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC paragraph 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 of local officer to provide financial support for a political purpose.

(C) **Payment to Consultants**. USEPA 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, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

PROGRAM FUNDING:

Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Water Quality Management Planning", and the CFDA number is 66.454. The Federal Grant Number is CU-00E99311.

For Public Health Muskegon County:

_____ _____

Signature Date

Kathy Moore, Health Officer, PHMC

For Annis Water Resources Institute, Grand Valley State University:

_____ _____

Signature Date

_____

Printed Name and Title

PROJECT-SPECIFIC REQUIREMENTS - APPENDIX A
2021 GREAT LAKES BEACHES MONITORING GRANT PROPOSAL

Statement of Purpose:
Great Lakes beaches to be monitored are as follows: Meinert Park, Pere Marquette, Hoffmaster State Park Campground, Lake Harbor, Hoffmaster Beach, Kruse Beach, Muskegon State Park, Muskegon State Park Campground, Duck Lake State Park, Medbury, Pioneer (County of Muskegon), Sylvan and Old Channel weekly for 5 weeks.

Water quality issues are mainly elevated E. coli levels at the beaches sporadically throughout the high-use season (late May – mid September) listed above.

Known causes for high levels of E. coli in water bordering public beaches have not yet been identified using genetic markers. Suspected causes for high E. coli are: runoff from farmland during high rain water events, waterfowl feces, possible farming practices, and untreated septic system waste from residential/commercial properties.

Project goals and objectives:
FVSU-AWRI plans to conduct E. coli sampling for the beaches above during the high-use season. It is our hope that we will provide the beach-going residents and visitors with pertinent and useful information concerning water quality throughout the summer season.

Water quality will be based on the levels of **E. coli** in the water adjoining the beaches and AWRI staff will use Colilert 18 analysis to monitor the water quality.

Water quality determines the outcome and experience of the beach-goer. And with all the beautiful public beaches found along the Lake Michigan's shoreline within Muskegon County, it is extremely important to maintain public assurance in their safety when at our beaches.

We have had some beach closures in the past and have not been able to "place the blame" on a specific and proven reason/s; however, with ongoing testing and genetic marker testing, we have a change to determine the culprit and then find solutions. This is the ultimate goal.

Organization Information:
Staff assigned to project:

- Michael Eslick – Environmental Health Supervisor – coordinate with Grand Valley State University staff and initiate beach postings, beach signage, correspondence with EGLE.
- PHMC Support Staff: includes assigned Environmental Health Officers staff, review beach monitoring results and supervised environmental health officers for response, and correspond with news outlets.

- Rick Rediske – GVSU Administration: coordinate with his selected staff to conduct sampling, completing lab testing and reporting results and conducting sanitary surveys.
- Support staff : as assigned by GVSU-SWRI.

Partners
GVSU-AWRI has been in partnership with PHMC for the past decade concerning beach monitoring at Great Lake beaches.
GVSU will conduct analysis of 195 beach samples plus 10 field duplicates and 10 blanks (total 215 samples). See attached for full GVSU-AWRI commitment.

Project Summary:
Public Health Muskegon County (PHMC) will be working with Grand Valley State University to monitor the Great Lake beaches located within the county of Muskegon. Beaches to be monitored are: Meinert, Pere Marquette, Hoffmaster Campground, Lake Harbor, Hoffmaster Beach, Kruse, Muskegon State Park, Muskegon State Park Campground, Duck Lake, Medbury, Pioneer, Sylvan and Old Channel weekly for 5 weeks. Beachguard will be updated following sample results immediately. If there are exceedances, Public Health will follow the procedure: PR22-EQS-001 Procedure for Beach Water Quality Advisory and Closure Notices.

EGLE

GREAT LAKES BEACH MONITORING GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND **PUBLIC HEALTH MUSKEGON COUNTY**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division ("State"), and **Public Health Muskegon County** ("Grantee"). The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the Beaches Environmental Assessment and Coastal Health Act of 2000, Public Law 106-284, Clean Water Act: Sec. 406. Legislative appropriation of Funds for grant assistance is set forth in Public Act 166 of 2020. This Agreement is subject to the terms and conditions specified herein.

Project Name: Great Lakes Beaches Monitoring for Muskegon County Project #: 2021-7212

Amount of grant: $9,014.00 % of grant state 0% / % of grant federal 100%

Amount of match: $0.00 = 0% PROJECT TOTAL: $9,014.00 (grant)

Start Date: April 1, 2021 End Date: December 31, 2021

GRANTEE CONTACT:	**STATE'S CONTACT:**
Michael Eslick	
Operations Manager/EH Supervisor	Shannon Briggs/Toxicologist
Name/Title	Name/Title
Public Health Muskegon County	WRD/EGLE
Organization	Division/Bureau/Office
209 E Apple Avenue	P O Box 30458
Address	Address
Muskegon, MI 49442	Lansing, MI 48909-7958
Address	Address
231-724-6208	517-290-8249
Telephone number	Telephone number
231-724-6674	517-241-9003
Fax number	Fax number
eslickmi@co.muskegon.mi.us	Briggss4@michigan.gov
E-mail address	E-mail address
38-6006061	
Federal ID number – (Required for Federal Funding)	CFDA Number
171385685	66.472 - Beach Monitoring and Notification Program Implementation Grants
Grantee DUNS number - (Required for Federal Funding)	

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

FOR THE GRANTEE:

Signature Date

Kathy Moore, Health Director/Health Officer
Name/Title

FOR THE STATE:

TERESA SEIDEL, DIRECTOR Date
WATER RESOURCES DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

I. PROJECT SCOPE

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

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

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

II. AGREEMENT PERIOD

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

III. CHANGES

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

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

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

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

included with the report.]

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 45 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

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

(D) All products shall acknowledge that the project was supported in whole or in part by Beach Monitoring and Notification Program Implementation Grants, EGLE, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

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

XIV. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any

required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

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

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

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

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

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService).

(F) An amount equal to 10 percent (10%) of the grant award or $900.00 will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be

made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

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

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

XX. CANCELLATION

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

XXI. TERMINATION

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

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

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

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

a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

c. Convicted under State or federal antitrust statutes; or
d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
e. Added to the federal or state Suspension and Debarment list.

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

XXII. IRAN SANCTIONS ACT

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

PROGRAM-SPECIFIC BOILERPLATE

XXIII. DISCLOSURE OF INFORMATION

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

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

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

XXV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over $2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

XXVI. FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

(A) UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

(1) GENERAL COMPLIANCE, 40 CFR, Part 33
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 except as described below based upon the associated class deviation.

(2) EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B
A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

(3) SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients,

and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

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

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) 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.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

(4) CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

(5) BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

(6) FAIR SHARE OBJ ECTIVES, 40 CFR, Part 33, Subpart D

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

(7) MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at https ://www.epa .gov/grants /epa-grantee -forms.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the threshold amount of $250,000, including

amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds $250,000.
Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

XXVII. FEDERAL FUNDING REQUIREMENTS

A maximum of $9,014.00 or 100% of total disbursements, is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is Water Quality Management Planning and the CFDA number is 66.454. The federal grant number is CU00E99311. 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. By accepting this Agreement, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Single Audit. Grantees spending $750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and submitted to the Federal Audit Clearinghouse (https://harvester.census.gov/facweb/) within nine months from the end of the grantee's fiscal year, or 30 days after receiving the report from the auditors. 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. Please fill out attached Certification of Federal Audit Requirements form and return with this signed Agreement.

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

(C) Payment to consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants 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, 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, 2021, the limit is $661.24 per day and $82.65 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.)

Subrecipients with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the Agreement at an hourly or daily rate of compensation. See 2 CFR 1500.9

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

2021 Great Lakes Beaches Monitoring Grant Proposal

Public Health Muskegon County

A. Statement of water quality concerns/issues:

Great Lakes beaches to be monitored are as follows: Meinert Park, Pere Marquette, Hoffmaster State Park Campground, Lake Harbor, Hoffmaster Beach, Kruse Beach, Muskegon State Park, Muskegon State Park Campground, Duck Lake State Park, Medbury, Pioneer (County of Muskegon), Sylvan and Old Channel weekly for 5 weeks.

Water quality issues are mainly elevated E. coli levels at the beaches sporadically throughout the high-use season (late May— mid September) listed above.

Known causes for high levels of E. coli in water bordering public beaches have not yet been identified using genetic markers. Suspected causes for high E. coli are: runoff from farmland during high rain water events, waterfowl feces, possible farming practices, and untreated septic system waste from residential/commercial properties.

B. Project goals and objectives:

In partnership with Grand Valley State University Annis Water Resources Institute, Public Health Muskegon County (PHMC) plans to conduct E. coli sampling for the beaches above during the high-use season. It is our hope that we will provide the beach-going residents and visitors with pertinent and useful information concerning water quality throughout the summer season.

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- Support staff: as assigned by GVSU AWRI

D. Partners

a. Grand Valley State University — Annis Water Resource Institute

i. GVSU AWRI has been in partnership with PHMC for the past decade concerning beach monitoring at Great Lake beaches.

ii. GVSU will conduct analysis of 195 beach samples plus 10 field duplicates and 10 blanks (total 215 samples). See attachment for full GVSU commitment.

E. Project Summary: Public Health Muskegon County (PHMC) will be working with Grand Valley State University to monitor the Great Lake beaches located within the county of Muskegon. Beaches to be monitored are: Meinert, Pere Marquette, Hoffmaster Campground, Lake Harbor, Hoffmaster Beach, Kruse, Muskegon State Park, Muskegon State Park Campground, Duck Lake, Medbury, Pioneer, Sylvan and Old Channel weekly for 5 weeks. Beachguard will be updated following sample results immediately. If there are exceedances, Public Health will follow our procedure: PR22-EQS-001 Procedure for Beach Water Quality Advisory and Closure Notices. See attachment.

Great Lake Beach Monitoring 2021

WORK PLAN- Public Health Muskegon County

Tasks:

A. Grant Administration and Close Out

a. Develop and submit quarterly status reports following EGLE guidance. Reports will be submitted within 30 days of the end of each quarter.

b. Provide draft and final products and deliverables.

c. Develop and submit a final report following EGLE guidance and submit the final report within 30 days of the end of the grant.

d. Submit an electronic copy of all project-related photos with the final report.

B. Monitoring/data collection

a. Develop and submit a QAPP to EGLE for review and approval prior to monitoring. Monitoring will not begin without EGLE approval.

b. All monitoring data will be submitted to EGLE's BeachGuard web site.

c. Health departments are required to comply with Michigan's WQS according to R 333.12544 of the Public Health Code, 1978 PA 368 (Act 368), as amended. According to R 333.12541 of Act 368, a local health officer or an authorized representative of a local health department that conducts tests at bathing beaches is required to notify EGLE and other entities of the test results within 36 hours of conducting a test or evaluation.

C. TIMETABLE:

EGLE Quarter	Activities
April 1st —June 30th	**GVSU Activities:**
	Collection of samples, analytical support, analyzed for E. coli by Colilert 18 method, reported to PHMC within 6 hours by GVSU, daily EPA sanitary survey completed; all results will be uploaded on BeachGuard. Provide recommendations from an advisory or closure based on lab results and Michigan's Water Quality Standards
	PHMC Activities: Monitor results submitted by GVSU, determine if an advisory or closure should be issued, notify community stakeholders (municipality, news agencies, board of commissioners, promptly post (and remove) the advisory/closure sign at affected beach, verify BeachGuard is available to public
July 1st — September 30th	**GVSU Activities:**
	Collection of samples, analytical support, analyzed for E. coli by Colilert 18 method, reported to PHMC within 6 hours by GVSU, daily EPA sanitary survey completed; all results will be uploaded on BeachGuard. Provide recommendations from an advisory or closure based on lab results and Michigan's Water Quality Standards.
	PHMC Activities: Monitor results submitted by GVSU, determine if an advisory or closure should be issued, notify community stakeholders (municipality, news agencies, board of commissioners, promptly post (and remove) the advisory/closure sign at affected beach, verify BeachGuard is available to public
October— December 31St *note: all beach monitoring will end October 31st in Muskegon County.	**GVSU Activities:**
	Collection of samples, analytical support, analyzed for E. coli by Colilert 18 method, reported to PHMC within 6 hours by GVSU, daily EPA sanitary survey completed; all results will be uploaded on BeachGuard. Provide recommendations from an advisory or closure based on lab results and Michigan's Water Quality Standards.
	PHMC Activities: Monitor results submitted by GVSU, determine if an advisory or closure should be issued, notify community stakeholders (municipality, news agencies, board of commissioners, promptly post (and remove) the advisory/closure sign at affected beach, verify BeachGuard is available to public

Budget

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
Water Resources Division
Great Lakes Beach Monitoring
FINANCIAL STATUS REPORT

Grantee / Vendor Name:	Public Health Muskegon County			
Vendor Number:	CV0048219			
Project Name:	Great Lakes Beachs Monitoring for Muskegon County			
Grant Given Number:	2021-7212			
Contract Date	From: 4/1/2021	To:	12/31/2021	
Contact Name:	Mike Eslick	Contact Number:	231-724-6208	
Contact Email:	eslickmi@co.muskegon.mi.us			

TASK	Task Number		Amount
Salary	1	$	413.00
Fringe	2	$	165.00
Contractor	3	$	8,320.40
Task Subtotal			8,898.40
INDIRECT BUDGET BASED ON SALARY AND FRINGE	Percentage		
Total	20%	$	115.60
PROJECT BUDGET			
Total			9,014.00
MATCH BUDGET	Percentage		
Total	0%	$	-
GRANT BUDGET			
Total			9,014.00

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Kathy Moore

Committee Date: 2021-07-13

Requesting Department: Public Health

Full Board Date: 2021-07-15

Budget: Budgeted

Agenda Number: HS21/07 - 13

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

Move to authorize Public Health to accept additional funding in the amount of $19,200 and to extend the effective date until December 31, 2022; subcontract with GVSU Annis Water Resources Institute (AWRI) to conduct FY21 and FY22 Inland Beach Monitoring in the amount of $17,773; and authorize the Public Health Director to sign the related amendments with the Michigan Department of Environment, Great Lakes and Energy and GVSU Annis Water Resources Institute.

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

Public Health is requesting authorization to accept additional funding from the Michigan Department of Environment, Great Lakes and Energy to continue to perform Inland Beach Monitoring activities through December 21, 2022; to accept an additional $19,200 for the related contract agreement; to subcontract with GVSU Annis Water Resources Institute (AWRI) to conduct FY21 and FY22 Inland Beach Monitoring (testing and analysis, not to exceed $17,773); and to authorize the Public Health Director to sign the amendment.

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

Amendment 1 to the AGREEMENT

BETWEEN
PUBLIC HEALTH MUSKEGON COUNTY
AND GRAND VALLEY STATE UNIVERSITY

This Amendment modifies the Grant Agreement ("Agreement") made between Public Health Muskegon County ("PHMC") and Grand Valley State University ("GVSU"). This Amendment does not take effect until signed by both parties.

The revisions to the agreement are limited to those specified below. All other provisions of the contract remain in effect.

PROJECT SCOPE:
Scope of services on page 3.

CONTRACT PERIOD (END DATE):
PHMC and GVSU agree to extend the end date from December 31, 2020 to December 31, 2022. GVSU will complete all obligations under this agreement no later than the date, as amended. Costs incurred after the amended date are not eligible for reimbursement under the Agreement.

COMPENSATION (BUDGET):
PHMC and GVSU agree to add $17,773 to the budget as shown on page 2.

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

For Public Health Muskegon County:

_____ _____

Signature Date

Kathy Moore, Health Officer, PHMC

For Grand Valley State University:

_____ _____

Signature Date

_____

Printed Name and Title

EGLE

EGLE Tracking Code/Project Number 2019-7211
Division WRD
Amendment Request No. 2

AMENDMENT TO THE GRANT CONTRACT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND
THE PUBLIC HEALTH MUSKEGON COUNTY
(Authorized by 1994 PA 451)

This Amendment modifies the grant contract between the Michigan Department of Environment, Great Lakes, and Energy (hereafter "State"), and the **Public Health Muskegon Countty** (hereafter "Grantee"), signed by the State on July 25, 2019 for the **Muskegon County Inland Beach Monitoring 2019-2020 Project.** This Amendment does not take effect until signed by both parties.

The revisions to the grant contract are limited to those specified below. All other provisions of the contract remain in effect.

PROJECT SCOPE (WORK PLAN)
There are no project scope changes.

CONTRACT PERIOD (END DATE)
The State and Grantee agree to extend the end date from December 31, 2021 to December 31, 2022. The Grantee will complete all obligations under this contract no later than the date, as amended. Costs incurred after the amended end date are not eligible for reimbursement under the Contract.

COMPENSATION (BUDGET)
The State and Grantee agree to add $19,200 to the budget as shown on page 2.

IV. AUTHORIZED SIGNATURES

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 _____ Date _____

Kathy Moore, Health Officer
Name/Title

FOR THE STATE:

_____ Date _____

TERESA SEIDEL, DIRECTOR
WATER RESOURCES DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Muskegon County Human Services Committee

Request for Board Consideration

Requestor: Dale Hilson

Committee Date: 2021-07-13

Requesting Department: Prosecutor's Office

Full Board Date: 2021-07-15

Budget:

Agenda Number: HS21/07 - 14

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

Approve the Prosecutor's request change of the reimbursement Cost Per Unit for the Safe Seniors Task Force and Collaborative to $47.07 to support 4110 units of service, and make it retroactive to October 1, 2020.

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

The Safe Seniors Task Force and Collaborative have been hard at work securing cash matches, in-kind support and additional resources to help our efforts be sustainable. Since we now have actual pledged commitments from local municipalities and a reduction of in-kind value, we would like to request a change of the reimbursement Cost Per Unit to $47.07 to support 4,110 units of service, a change from $35.19 to support 5,497.49 units. This would be retroactive to October 1, 2020.

The primary reason for this request is due to the change in revenue based on contributions to the program made by local municipalities through their allocations of Muskegon County Senior Millage funds.
The City of Norton Shores is retaining the $40,000 committed to this project for the Police Department salaries and fringes related to Detective Morningstar. It makes it simpler if they retain these funds received from the County to pay their employee rather than pass this contribution through AgeWell's books.

This team has received additional grant revenue that has allowed us to shift resources and there are many applications pending and in process for the new fiscal year. We are thrilled for the new opportunities to enhance this program, including an expanded potential partnership with Muskegon Township.

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

County of Muskegon

RESOLUTION
Censure of County Commissioner

At a regular meeting of the Muskegon County Board of Commissioners, Muskegon County, Michigan, held on the 15th day of July, 2021, at 4:00 p.m.

The following Resolution was offered by Commissioner Marcia Hovey-Wright and seconded by _____.

WHEREAS, on or about June 23, 2021, County Commissioner Zach Lahring published a post on his personal Facebook page depicting photos of Chairman Robert Scolnik from various charity functions with a quote “Who knew the little queer had a shoe fetish”; and

WHEREAS, this is one of several Facebook posts made by Commissioner Lahring that are discriminatory to several categories of individuals protected by Elliott Larsen Civil Rights Act; and

WHEREAS, it appears that the personal Facebook page’s privacy settings were set to “public” because the post was commented on, tagged, shared, or copied to various other social media pages by many individuals other than the Commissioner Lahring; and

WHEREAS, members of the public contacted the Muskegon County Board of Commissioners, County Administration staff, and media outlets expressing concern and outrage about the post; and

WHEREAS, Mr. Lahring apparently has shut down his personal Facebook page and/or heightened his Facebook page’s privacy settings; and

WHEREAS, members of the public expressed their concern that the image depicted homophobia and called for the immediate resignation or removal of Commissioner Lahring; and

WHEREAS, the Board of Commissioners does not have the authority to remove an elected Commissioner from office under such circumstances.

NOW THEREFORE BE IT RESOLVED THAT the Muskegon County Board of Commissioners resolves as follows:

1. We encourage elected Commissioners to consider the impact of their public expressions on the public’s trust in the Muskegon County Board of Commissioners.
2. We are committed to working together to develop clear expectations for social media use and resolve that a Social Media Policy will be drafted for future consideration by the County of Muskegon.
3. We officially censure Zach Lahring for his social media post, which was interpreted by many as disrespectful to Chairman Scolnik, damaged the reputation of the Chairman and diminished the public’s confidence in their elected officials and negatively affects the reputation of Muskegon County as a whole.

****

The Muskegon County Board of Commissioners, at its July 15, 2021, meeting recommended approval by Commissioner Marcia Hovey-Wright, support by Commissioner _____, the aforementioned resolution.

Ayes:
Nayes:

I, Nancy A. Waters, Clerk of the Muskegon County Board of Commissioners and Clerk of the County of Muskegon, do hereby certify that the above Resolution was duly adopted by said Board on July 15, 2021.

_____

Nancy A. Waters, Clerk — Date
County of Muskegon

MUSKEGON COUNTY SEAL 1859 PROGRADATIM