



## LOCAL HEALTH DEPARTMENT 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), **Drinking Water and Environmental Health 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 **Michigan Safe Drinking Water Act, 1076, PA 399. As amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq.** Legislative appropriation of Funds for grant assistance is set forth in **Public Act 166 of 2022**. This Agreement is subject to the terms and conditions specified herein.

### PROJECT INFORMATION:

Project Name: 2023 LHD Grant                      Total amount of grant: \$163,779

Amount of grant State: \$162,529                      Amount of grant Federal: \$1,250

Start Date: 10/1/2022                      End Date: 9/30/2023

### GRANTEE CONTACT INFORMATION:

Name/Title: Nancy Bramer, Public Health Finance Supervisor

Organization: Public Health - Muskegon County

Address: 209 East Apple Avenue, Suite D104

City, State, ZIP: Muskegon, MI 49442-3406

Phone Number: (231) 724-1201

E-Mail Address: bramerna@co.muskegon.mi

Federal ID Number (Required for Federal Funding): 38-6006063

Grantee UEI Number (Required for Federal Funding): DTBXEKS2BQE4

SIGMA Vendor Number: CV0048219

SIGMA Vendor Address ID: 066

**STATE’S CONTACT INFORMATION:**

Name/Title: John McCann, Grant Coordinator

Division/Bureau/Office: Drinking Water and Environmental Health Division

Address: PO Box 30817

City, State, ZIP: Lansing, MI 48909-8311

Phone Number: 517-282-8225

E-Mail Address: [McCannJ1@michigan.gov](mailto:McCannJ1@michigan.gov)

General Grant Administration E-Mail Address: [EGLE-DWEHD-Admin@michigan.gov](mailto:EGLE-DWEHD-Admin@michigan.gov)

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

**FOR THE GRANTEE:**

_____	Kathy Moore, Health Officer	_____
Signature	Name/Title	Date

**FOR THE STATE:**

_____	Eric Oswald, Director, EGLE DWEHD	_____
Signature	Name/Title	Date

## **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 other than budget line-item revisions less than 10 percent of the budget line item 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. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	October 10*

\*Due to the State's year-end closing procedures, there is an accelerated due date for the report covering July 1 – September 30. 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 General Grant Administration E-Mail address on page 1.

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

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

## **V. GRANTEE RESPONSIBILITIES**

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

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

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

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this 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](http://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.

\*Federal Funds Only\*

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: [www.SAM.gov](http://www.SAM.gov).

#### **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 three 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, unless otherwise specified in Appendix A.

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

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

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

## **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.

## **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.

## FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

A maximum of **\$1,250** is funded with Federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548721**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**. For a detailed breakdown of Federal funding by Program, please see Appendix B.

By accepting this contract, the grantee agrees to comply with the requirements of the **Safe Drinking Water Act: Sec. 1452** and the requirements found in the **2 CFR 200, 2 CFR 1500, 40 CFR 33, and 40 CFR 35 Subpart K**. These regulations include, but are not limited to the following:

### **(A) Single Audit Report/Schedule of Expenditures of Federal Awards (SEFA)**

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 within nine months from the end of the grantee's fiscal year and uploaded to the Federal Audit Clearinghouse.

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

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

### **(B) Hatch Political Activity Act**

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) Consultant Cap/Payment to Consultants**

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, 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). Sub-agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

## **(D) Establishing and Managing Subawards**

The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in Subpart D of 2 CFR 200 and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain EGLE's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from EGLE for any new subaward work that is not outlined in the approved work plan

## **(E) General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

Recipients are subject to the same requirements as those that apply to the pass-through entity's EPA award as required by 2 CFR 200.332(a)(2). These requirements include, among others:

- (1) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
- (2) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation."
- (3) Limitations on individual consultant fees as set forth in 2 CFR 1500.10 and the General Condition of the pass-through entity's agreement with EPA entitled "Consultant Fee Cap."
- (4) EPA's prohibition on paying management fees as set forth in General Condition of the pass-through entity's agreement with EPA entitled "Management Fees."
- (5) The Procurement Standards in 2 CFR Part 200 including those requiring competition when the subrecipient acquires goods and services from contractors (including consultants).

## **(F) Disadvantages Business Enterprise (DBEs)**

### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **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.

#### **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:

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

(2) 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.

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

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

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

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

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **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.

## **(G) Signage**

The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide. (See Memo, "Guidelines for Enhancing Public Awareness of SRF Assistance Agreements," June 3, 2015.)

## **(H) Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

## **(I) State Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any sub-awards it makes under this agreement will require the sub-recipient to comply with the requirements in (b)(1) if the sub-recipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in sub-award agreements; and during sub-recipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the sub-recipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a sub-recipient or to be involved in the negotiation of an Interconnection Service Agreement between the sub-recipient and EPA.

## **(J) Quality Management Plan**

In accordance with 2 CFR 1500.11, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated annually or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance requirement applies to all grants, cooperative agreements, contracts, and interagency agreements that involve the use of environmental data. If not included under the approved QMP, a

stand-alone QAPP is required for those projects/activities that result in the collection, production and/or use of environmental information, metrics, or data. The recipient agrees to ensure that an approved site specific QAPP is completed for each project. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved by the EPA Project Officer and Quality Assurance Regional Manager or through authorized delegation under an EPA approved recipient QMP based on procedures documented in the QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this Agreement.

#### **(K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2021.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

## **PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A**

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

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

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
NONCOMMUNITY WATER SUPPLY PROGRAM (TYPE II PUBLIC)  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

**A. Statement of Purpose**

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

**B. Program Budget and Agreement Amount**

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

**C. Requirements – Grantee**

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

1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.
2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.
3. Maintain a current inventory of all noncommunity public water supplies within its jurisdiction using the WaterTrack (WT) data system, or other data system(s) provided by the State, and revised total coliform rule tracking required for federal reporting.
4. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey, final approval of a water well permit, or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements, where applicable, as required in Act 399.
5. Ensure that repeat samples are collected promptly where initial sample results indicate a potential violation of State drinking water standards; or where the sample analyses are unreliable due to overgrowth, excessive transit time, thermal preservation requirements are not met, or where the presence of organic chemical contamination is indicated.
6. All noncommunity water supplies shall undergo a sanitary survey at least once every five years in accordance with the procedures and regulations established by the State. An accurate and complete sanitary survey form, water well record where available, and transmittal letter to the owner outlining compliance status and monitoring requirements shall be considered a completed sanitary survey as required in Act 399. All sanitary survey and well record data shall be entered into the program database(s) within 45 days of the survey.



7. Provide a notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable.
8. Conduct a reinspection within ten (10) days of the expiration date of the compliance schedule to ensure that all violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
9. Consult with the State in situations where the noncommunity public water supply injects a chemical into the water supply, provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds an MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct and document in WT (see Staff Reference Manual) site visits for treatment surveillance. The frequency at which treatment surveillance must occur is as follows: F-level treatment for surface water or groundwater under the direct influence of surface water – two (2) visits per year, D-level treatment such as chemical injection or removal of arsenic or nitrate – one (1) visit per year, Continuous Permanent Public Notice posting at certain Nitrate MCL systems with SO6 code – one (1) visit per year; Arsenic bottled water treatment alternative – one (1) visit per three (3) years. In rare instances, if current staff resources suitably trained to conduct surveillance visits are unavailable, the Grantee may make a written request by June 30 to reduce temporarily the number of surveillance visits to be conducted (described in more detail in the Staff Reference Manual).
10. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply; when there is a confirmed MCL violation; or when a Level 2 Assessment is required at a noncommunity water supply.
11. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well(s) as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the State.
12. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity (TMF) in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate TMF capacity in accordance with procedures established by the State.
13. Perform at least one post-construction inspection of all new noncommunity water wells for which a permit has been issued. Final inspection and authorization for use of the noncommunity public water supply by the public shall be accomplished in accordance with Act 399 and procedures established by the State.
14. Provide the well owner with notification of the results of the final inspection report and status of compliance and establish the appropriate future monitoring schedule as required in Act 399.
15. Obtain requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and set forth in R 325.1613 of the Groundwater Quality Control Rules, promulgated pursuant to Part 127,

Water Supply and Sewer Systems, of the Public Health Code, 1978 PA 368, as amended (Act 368); and R 325.10809 of the Safe Drinking Water Act, 1976 PA 399, as amended (Act 399) Rules.

16. Provide technical assistance and program oversight to noncommunity water supply owners and certified drinking water operators.
17. Grantees interested in providing continuing education for certified operators shall:
  - a. Obtain initial prior approval from the State.
  - b. Use the State prepared training modules.
  - c. Distribute and collect evaluation forms from the operators at each session.
  - d. Submit the evaluation forms and participant rosters to the State after each training session is completed.
18. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number for each inventoried noncommunity water supply.
19. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices. Requests for payment shall be submitted upon completion of violation determinations and required data entry no later than 15 days following the end of the quarter.
20. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the EGLE laboratory, for compliance monitoring.
21. Grantees interested in performing Source Water Assessments (SWA) of NTNCWSs shall:
  - a. Participate in a SWA training event hosted by EGLE.
  - b. Utilize the State prepared form and assessment tools.
  - c. Perform an onsite visit and complete the assessment worksheet with the NTNCWS.
  - d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days after the end of each quarter.
22. Provide regulatory review as required under the Revised Total Coliform Rule (RTCR), such as tracking and reviewing certified Seasonal Start Up Procedures; reviewing Level 1 Assessments; and performing Level 2 Assessments. Submit completed RTCR spreadsheet to EGLE on a quarterly basis.

#### **D. Requirements – State**

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

1. Provide noncommunity public water supply data and WT data system information upon request of the Grantee.
2. Provide slide presentations and master copies of materials to Grantee's that conduct certified operator continuing education. Provide "train the trainer" workshops and ongoing assistance as needed.

3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.
4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
6. Provide administrative oversight of the Grantee's noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee's noncommunity water supply program relative to meeting the agreement requirements and overall program goals and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the EGLE Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. Provide materials to designated Grantee's to be used if they choose to perform SWAs at NTNCWS. Provide training to Grantee's and ongoing assistance as needed. Complete the SWA by performing final data entry and determining system susceptibility. Return completed assessment to the NTNCWS and Grantee.
11. State contact for Source Water Assessments is Travis Bauer, Geologist. He may be contacted by telephone at 517-242-4560; by e-mail at BauerT1@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed SWA documentation shall be e-mailed to EGLE-EH@michigan.gov.
12. State contact for drinking water supply certified operator continuing education is Brianna Moore, Environmental Quality Analyst. She may be contacted by telephone at 517-899-6955; by e-mail at MooreB15@michigan.gov; or by mail at EGLE-DWEHD, Operator Certification Unit, P.O. Box 30817, Lansing, Michigan 48909-8311. Completed evaluation forms shall be e-mailed to EGLE-EH@michigan.gov and participant rosters shall be e-mailed to EGLE-OTCU-Training@michigan.gov.
13. State contact for the *Noncommunity Water Supply Program* is Dan Dettweiler, Noncommunity Water Supplies Unit Supervisor. He may be contacted by telephone at 517-614-8644; by e-mail at DettweilerD@michigan.gov; or by mail at EGLE-DWEHD, Environmental Health Section, P.O. Box 30817, Lansing, Michigan 48909-8311.

#### **E. Performance/Progress Report Requirements**

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

## F. Reimbursement Schedule

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

<b>Program Activity</b>	<b>Allocation Basis</b>	<b>Payment Request</b>
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	Request for payment is included on the FSR form.  Payment subject to EGLE performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports and active supplies recorded in WT as using bottled water for nitrate or arsenic MCLs.	Request for payment is included on the FSR form.  Payment subject to EGLE performance review verification.
Local Assistance – <b>Capacity Development</b> and Source Water Assessment (LA MAX) <sup>3</sup>	Capacity Development – Service based on \$150 per completed assessment for new NTNCWS.	Request for payment for assessments completed during the quarter should be included on the FSR form. Submit WT report of completed capacity assessments to address below. <sup>1</sup>
Local Assistance – Capacity Development and <b>Source Water Assessment</b> (LA MAX) <sup>3</sup>	Source Water Assessments – Service based on \$100 per completed SWA for NTNCWS when a SWA has not been completed and reimbursed within the last five (5) years.	Request for payment for assessments completed during the quarter should be included on the FSR form. E-mail the assessment worksheets as they are completed to address below. <sup>2</sup>
General Fund	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	Request for payment for program expenditures incurred during the quarter should be included on the FSR form.  Payment subject to EGLE performance review verification.

<sup>1</sup> Capacity Development for new NTNCWS reimbursement is prompted by an e-mail to [EGLE-WATERTRACK@michigan.gov](mailto:EGLE-WATERTRACK@michigan.gov) within 15 days after the end of each quarter. The e-mail must include the water supply serial number (WSSN) of new NTNCWS facility that has demonstrated adequate technical, managerial, and financial capacity. Service is reimbursed quarterly.

<sup>2</sup> Source Water Assessment reimbursement is prompted by an e-mail documenting the NTNCWS facility and date the SWA was performed. LHDs should e-mail completed worksheets to [EGLE-EH@michigan.gov](mailto:EGLE-EH@michigan.gov) as they are completed, but no later than 15 days after the end of each quarter. Payment subject to EGLE performance review verification. Service is reimbursed quarterly.

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

**G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
DRINKING WATER LONG-TERM MONITORING PROGRAM  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

**A. Statement of Purpose**

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

**B. Program Budget and Agreement Amount**

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

**C. Requirements – Grantee**

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

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

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

3. To ensure that data is available to determine funding needs for the next fiscal year, the following minimum sample collections are to be collected prior to September 1, 2023:
  - All samples listed as an annual collection event.
  - At least one round of samples listed as semiannual.
  - At least one round of samples listed as triannual.
  - At least two rounds of samples listed as quarterly.

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

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under the Drinking Water Long-Term Monitoring Program will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the internet at [Michigan.gov/EGLELab](http://Michigan.gov/EGLELab) or contact the SWU CIP designated representative for assistance in understanding the Laboratory's protocol.
7. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within six (6) weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the SWU CIP designated representative. The name of the SWU CIP designated representative appears on the List (see "EGLE CIP Contact"). A copy of each advisory letter and sample result must also be sent to the respective EGLE, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office or to other EGLE program staff as directed by SWU CIP staff.

#### **D. Requirements – State**

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

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Assist Grantee in drafting health advisory letters.
3. Instruct Grantee staff on sample collection protocol, when requested.
4. Update Grantee with changes for any Site in the Drinking Water Long-Term Monitoring Program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.
5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the SWU CIP designated representative on a quarterly basis. The program contact person is Ms. Sara Pearson. She may be contacted by telephone at 517-420-3219; by e-mail at [pearsons@Michigan.gov](mailto:pearsons@Michigan.gov); or by mail at EGLE-DWEHD, Contamination Investigation Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

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

#### **E. Performance/Progress Report Requirements**

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

#### **F. Reimbursement Schedule**

The State will reimburse the Grantee \$90 for each sampling event and associated work performed in accordance with the List and designated frequency during the year ending September 30, 2023.

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

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
CAMPGROUND PROGRAM  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

**A. Statement of Purpose**

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

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

**B. Program Budget and Agreement Amount**

The Grantee will be reimbursed on a quarterly basis for the annual inspection of licensed campgrounds that were completed during the quarter. The agreement amount is provided in item *F. Reimbursement Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

The Grantee will be provided an allocation on a quarterly basis to help administer a campground inspection program.

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

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all currently licensed campgrounds under its jurisdiction and complete a state-provided *Campground Inspection Report* (Form EQP1715 and Supplement Form EQP1715-1). The Grantee will also investigate complaints and provide compliance assistance to campground owners.

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

The Grantee will collect state license fees for temporary campgrounds within its jurisdiction in accordance with the current fee schedule as printed on the application (Form EQP1717). The Grantee will issue or deny the temporary campground license and forward a copy of the approved or denied license to the State. Licenses are to be forwarded to the State within two (2) weeks after the licensing period.

The Grantee will provide a list of temporary campgrounds, that includes campground name and fee category, to the State for review by October 16, 2023.

**Requirements – State**

Upon issuance, the State will provide a copy of every campground license to the Grantee. A list of licensed campgrounds will be updated monthly on the Campground Program webpage at [Michigan.gov/EGLECampgrounds](http://Michigan.gov/EGLECampgrounds) for review.

The State will provide technical assistance as requested and periodic oversight to the Grantee relative to campground compliance issues. The State's Campground Program shall function as a technical resource to

health department staff and campground owners. As needed, the State will provide to the Grantee status reports indicating annual inspection reports received, temporary licenses received, the program fee schedule, and other program guidance.

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

#### **D. Performance/Progress Report Requirements**

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

Submit issued Temporary Campground Licenses to EGLE-EH@michigan.gov.

#### **E. Reimbursement Schedule**

The State will reimburse the Grantee \$25 for each annual inspection of licensed campgrounds conducted by the Grantee's staff or designated representative during the year ending September 30, 2023.

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD-Admin@michigan.gov. Please attach a list of the campgrounds inspected during the quarter.

The State will also provide the Grantee with an allocation on a quarterly basis to help administer a campground program. This amount is based on the active campground inventory. The request for payment is included on the FSR form.

The State will send an invoice to collect the state temporary campground license fees, less the \$25 portion of the fee, intended for the Grantee for the temporary campground licenses issued by the Grantee's staff or designated representative during the year ending September 30, 2023.

#### **F. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
PUBLIC SWIMMING POOL PROGRAM  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

**A. Statement of Purpose**

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

**B. Program Budget and Agreement Amount**

The Grantee will be paid for work in the Public Swimming Pool Program completed between October 1, 2022 and September 30, 2023. The agreement amount is provided in item *F. Reimbursement Schedule* and in the *Public Swimming Pool Program Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

**C. Requirements – Grantee**

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction during calendar years 2022 and/or 2023, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have paid the appropriate licensing fees for calendar years 2022 and/or 2023 should be inspected.

Indoor pools should be inspected during the months of January, February, March, or April except for public swimming pools located at schools. It is acceptable to inspect pools at schools during September. Outdoor pools should be inspected during the operating season of May, June, July, or August. Pool inspections during the months of October, November and December should be avoided as much as possible.

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

**D. Requirements – State**

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

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is Ms. Starla Walter. She may be contacted by telephone at 517-282-7362; by e-mail at [WalterS4@michigan.gov](mailto:WalterS4@michigan.gov); or by mail at EGLE-DWEHD, Environmental Health Section – Public Swimming Pool Program, P.O. Box 30817, Lansing, Michigan 48909-8311.

## E. Performance/Progress Report Requirements

Submit inspection reports and other entity documents through Michigan Environmental Health and Drinking Water Information Systems (MiEHDWIS), a web application. To get started, please send e-mail to [EGLE-DWEHD-ITApplicationSupport@michigan.gov](mailto:EGLE-DWEHD-ITApplicationSupport@michigan.gov) or contact the Environmental Assistance Center at 800-662-9278 between 8:00 a.m. and 4:30 p.m., Monday - Friday. To utilize MiEHDWIS, a MiLogin Third Party account must be created for health department staff.

## F. Reimbursement Schedule

The State will reimburse the Grantee on a quarterly basis according to the license criteria listed below for those public swimming pools inspected during the period of October 1, 2022 to September 30, 2023, by the Grantee's staff or designated representative:

Initial license for a public swimming pool*	\$100.00
License renewal prior to December 31	\$30.00
License renewal after December 31 (Late Renewal)	\$45.00
License renewal beyond April 30 without a license (Lapsed Renewal)	\$70.00

\*Applies only to those local jurisdictions that are certified by the Department of Environment, Great Lakes, and Energy to conduct the initial inspections.

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address [EGLE-DWEHD Admin@michigan.gov](mailto:EGLE-DWEHD Admin@michigan.gov). Please attach a list of the swimming pools inspected during the quarter.

The State will also provide the Grantee with an allocation on a quarterly basis to help administer a public pool program. This amount is based on the active public pool inventory. The request for payment is included on the FSR form.

Payments will be made for those public swimming pools that have all fees paid in full for the 2022 licensing year and an inspection report dated between October 1, 2022 and December 31, 2022 has been submitted by January 14, 2023.

Payments will be made for those public swimming pools that have all fees paid in full for the 2023 licensing year and an inspection report dated between January 1, 2023 and September 30, 2023 has been submitted by October 5, 2023. Pools inspected after September 30, 2023 to meet calendar year 2023 requirements will still be reimbursed but will fall under the next fiscal year grant agreement.

## G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
DRINKING WATER AND ENVIRONMENTAL HEALTH DIVISION  
SEPTAGE PROGRAM  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

**A. Statement of Purpose**

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

**B. Program Budget and Agreement Amount**

The Department of Environment, Great Lakes, and Energy (EGLE) will reimburse the Grantee on a quarterly basis according to the following criteria:

Initial inspection of a septage land site (per site)	\$500.00
Annual EGLE authorized “active” land site inspection (per site) includes EGLE authorized septage storage facility inspection	\$430.00
Annual or initial inspection of septage vehicles (per vehicle)	\$50.00
EGLE authorized receiving facility inspection	\$100.00

The payment for a new land application site and new vehicle shall satisfy the annual inspection requirement. The payment for land sites will be made for one inspection of each site. Please note that each site may contain more than one unit otherwise known as a “field.” The site inspection and reimbursement payment include inspection of the EGLE authorized septage storage facility (if applicable).

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

**C. Requirements – Grantee**

1. The Grantee shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Grantee will provide a timely and appropriate response to all violations in a manner described in an EGLE Septage Program document entitled, “Fiscal Year 2023 Enforcement Policy.”
2. The Grantee shall conduct inspections of all EGLE licensed septage land sites and septage vehicles on an annual basis in accordance with Part 117 and as established in an EGLE Septage Program document entitled “Fiscal Year 2023 Compliance Inspection Policy.” The Grantee shall use EGLE’s online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be forwarded to the State within two (2) weeks following the inspection.
3. EGLE shall notify the Grantee to conduct inspections of new land application sites and new vehicles. The Grantee shall conduct inspections of new land application sites and new vehicles and submit the material to EGLE’s Septage Program within two (2) weeks from the date of receipt of EGLE notification. The inspections are conducted to verify that the new sites, the new septage vehicles, and the servicing methods are in compliance with Part 117. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website.

4. The Grantee shall conduct annual inspections of all EGLE authorized septage receiving facilities in their jurisdiction using current inspection forms provided by EGLE. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
5. The Grantee shall conduct inspections of all EGLE authorized septage storage facilities on an annual basis. The Grantee shall use current inspection forms provided by EGLE posted on the Septage Program website. Completed inspection reports are to be submitted to the State within two (2) weeks following the inspection.
6. The Grantee should complete **all** inspections by **August 31, 2023**. Septage inspections during the month of September ought to be avoided as much as possible. However, if necessary, the Grantee may continue to complete inspections until **September 30, 2023**.

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

#### **D. Requirements – State of Michigan**

EGLE shall provide a current list of permitted land application sites by jurisdiction. This information is available by clicking on *Septage Haulers Directory* located under *Online Services* on the program website and searching by county.

1. EGLE shall provide up to date license application materials on the program website available under *Program Forms/Downloads*.
2. EGLE shall perform a one-time, detailed review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the Grantee for inspection.
3. EGLE shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on *Health Department Information* or *Land Application Information* located under *Program Forms/Downloads*. The inspection forms include:
  - a. Existing Land Site Inspection Form (EQP5900).
  - b. New Land Site Inspection Form (EQP5970).
  - c. Cropping Plan Form (EQP5928).
  - d. Vehicle Inspection PDF Fillable Form (EQP5901).
  - e. Receiving Station Inspection Form (EQP5911).
  - f. Storage Facility Checklist (EQP5966).
4. EGLE will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Grantee. EGLE will make available detailed land application record review and inspection resources necessary to assist the Grantee in their consideration of cropping plans for existing sites within their respective jurisdictions.
5. EGLE will provide resources, technical assistance, regional training, and program support as requested by the Grantee. These resources include the Guidance Manual for the Land Application of Septage Waste which can be downloaded from the program website. It can be accessed by clicking on *Land Application Information* under *Program Forms/Downloads*.

6. EGLE shall provide program updates and information via the program website's *Septage Program FAQ's* (Frequently Asked Questions) and informational mailings. The Grantee will be copied on memos and letters issued to licensed septage businesses.

#### **E. Performance/Progress Report Requirements**

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

#### **F. Reimbursement Schedule**

Reimbursement shall be requested on a quarterly basis by submittal of the quarterly Financial Status Report (FSR) to the email address EGLE-DWEHD Admin@michigan.gov. Please attach a list of the Septage Program inspections that were completed during the quarter.

#### **G. Accountability**

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records must be retained by the Grantee for a period of three (3) years from the date of submission of the final expenditure report or the date of termination. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

## PROGRAM FUNDING - APPENDIX B

### Noncommunity Water Supply Program (Type II Public)

1. Standard and Operator Assistance - Total Amount: \$35,247

Standard - State Funding Amount: \$35,247

Operator Assistance - **Federal** Funding Amount: \$ 0

The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548721**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**.

2. Local Assistance - Capacity Development and Source Water Assessment - **Federal** Funding Amount: \$1,250

The Catalog of Federal Domestic Assistance (CFDA) title is **Capitalization Grants for Drinking Water State Revolving Funds** and the CFDA number is **66.468**. The federal grant number is **FS97548721**, and this grant is funded with federal funds from the **United States Environmental Protection Agency**.

4. General Fund - State Funding Amount: \$108,124

### Drinking Water Long-Term Monitoring

1. RRD State Funding Amount: \$2,200

2. General Fund - State Funding Amount: \$1,888

### Campground Program

1. Campground Fund - State Funding Amount: \$550

2. General Fund - State Funding Amount: \$1,440

### Public Swimming Pool Program

1. Public Swimming Pool Fund - State Funding Amount: \$3,500

2. General Fund - State Funding Amount: \$7,280

### Septage Program

Septage Fund - State Funding Amount: \$2,300