



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Mike Musta, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, September 8, 2022, beginning at 4:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE AUGUST 24, 2022, REGULAR MEETING MINUTES..... 1
- F. PUBLIC COMMENTS
The Committee welcomes all public input.
- G. AGENDA ITEMS
 - 1. Approval of the Claims (*A. Nyman, County Clerk*)
 - 2. 2023 Requested Budget Review Discussion
 - 3. Manton Library Agreement..... 4
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
REGULAR MEETING MINUTES
August 24, 2022

The Finance and Appropriations Committee regular meeting was called to order by Chairman Michael Musta at 4:00 p.m. in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Brian Potter, and Gary Taylor
Members Absent: Julie Theobald.
Also Present: Duane Alworden, Central Dispatch Director; Jami Bigger, Deputy County Administrator/HR Director; Megan Kujawa, Sr. Exec Admin Assistant; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Joe Porterfield, County Administrator/Equalization Director; Roxanne Snyder, Register of Deeds; and Corey Wiggins Prosecuting Attorney.

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: G.6. Prosecuting Attorney Request for Reclassification of Child Support Specialist, G.7. Additional Part-Time Security Personnel

APPROVAL OF THE AGENDA

A motion was made by Comm. Taylor and supported by Comm. Potter to approve the agenda as amended. A vote was called, all in favor. Motion passed, 3-0.

APPROVAL OF THE MINUTES

A motion was made by Comm. Taylor and supported by Comm. Potter to approve the August 11, 2022 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 3-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Taylor to approve paying the bills in the amount of \$326,579.29. A vote was called, all in favor. Motion passed, 3-0.

G.2. Year – to – Date Revenue and Expense Reports

Report provided in packet. No concerns, no discussion took place.

G.3. Revised Agreement of MSUE Services

A motion was made by Comm. Taylor and supported by Comm. Potter to forward a recommendation to the full board to approve the revised agreement with MSUE. A vote was called, all in favor. Motion passed 3-0.

Chair Musta stated that this was at a previous finance meeting, and it was asked that some of the language within the agreement regarding staffing could be clarified before sending to the full board. It was clarified that all staff would be that of MSUE.

G.4. Central Dispatch Parking Lot Paving – Lower Level

A motion was made by Comm. Potter and supported by Comm. Taylor to forward a recommendation to the full board to waive the County’s Policy of requiring sealed bids and to approve the proposed quote from American Asphalt in the amount of \$11,862.00, to pave the lower – level parking lot at Central Dispatch. A vote was called, all in favor. Motion passed, 3-0.

Mr. Alworden, Central Dispatch Director, informed the committee that he is asking for the sealed bid policy to be waived because at this time of the year no one is doing bids for paving, and he just went with the same company that completed the expansion of the other parking lot. This is coming from Central Dispatch’s budget and there is enough funding.

G.5. 2023 Request Budget Review Discussion

Mr. Porterfield, County Administrator, informed the committee that there are a few departments that still need to input their numbers and he is meeting with a few department heads regarding their budget before submitting a draft budget to the Finance Committee. He stated that the budget is looking good and better than he had anticipated.

G.6. Prosecuting Attorney Request for Reclassification of Child Support Specialist

Mr. Wiggins, Prosecuting Attorney, informed the committee that the State has issued several new mandates for the position that he has requested reclassification for which to highlight a few points from the provided packet included two new audits from the IRS and Federal Government, the position has morphed into 3-4 positions which has added twenty plus new job requirements/duties. Mr. Wiggins wanted to inform the committee that roughly it would cost the County \$4500, because his office receives a 66% reimbursement.

Chair Musta asked if the reimbursement percentage has ever changed, and Mr. Wiggins stated that as far as he is aware it has remained at the 66%.

Committee members asked Administration their thoughts and Mr. Porterfield stated that Mr. Wiggins put together a very detailed and thorough document and supports the committee’s decision with how they would like to proceed.

A motion was made by Comm. Potter and supported by Comm. Taylor to forward a recommendation to the full board to approve the reclassification of Child Support Specialist to IV-D Office Assistant at an M2 wage level on the Prosecuting Attorney’s employee roster effective January 1, 2023. A vote was called, all in favor. Motion Passed 3-0.

G.7. Additional Part-Time Security Personnel

A motion was made by Comm. Taylor and supported by Comm. Potter to forward a recommendation to the full board to approve adding an additional part-time security personnel to the employee roster. A vote was called, all in favor. Motion passed 3-0.

Chair Musta stated that this was brought up because, in case someone was sick or on vacation, there would be coverage and then asked if this had gone to the HR committee, and it was confirmed that it had.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Mr. Porterfield informed the committee that budgets, as he said are going good just waiting a few departments to submit their numbers. The metal detector and scanner will be ordered and hopefully will be able to hire someone for the additional part-time position for all security personnel to get the same training.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Taylor and supported by Comm. Potter to adjourn the meeting at 4:15 p.m.

Michael Musta, Chairman

Megan Kujawa, Recording Secretary

ORIGINAL**COUNTY OF WEXFORD, MICHIGAN****Agreement for Subaward of Federal Financial Assistance
American Rescue Plan Act (ARPA)**

WHEREAS, the County of Wexford ("County") has received funding through the American Rescue Plan ("ARPA") Act of 2021 Federal Award Identification Number _____ (FAIN); and,

WHEREAS, the ARPA Act authorizes the County to expend ARPA Funds awarded to the County for the following eligible purposes as outlined in the Final Rule as follows:

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- (4) To make necessary investments in water, sewer, or broadband infrastructure (collectively "Eligible Uses"); and

WHEREAS, pursuant to the ARPA Final Rule, Eligible Uses must be obligated no earlier than March 3, 2021 and no later than December 31, 2024, with final disbursement of all funds no later than December 31, 2026; and

WHEREAS, The Friends of Manton Public Library is a 501c3 non-profit fundraising activities for the purpose of constructing a new library in Manton Michigan ("New Manton Library") and the projected increased constructions costs of the New Manton Library have been adversely impacted by the COVID-19 public health emergency. The New Manton Library will also include investment in and construction of broadband and wi-fi infrastructure necessary to establish or improve service to underserved populations in the community. The Friends of Manton Public Library have applied to the County for transfer of ARPA funds for such Eligible Uses (collectively, the "Program"); and,

WHEREAS, the County has agreed to make ARPA funds on available to The Friends of Manton Public Library ("Subrecipient") on a not-to-exceed basis for identified Eligible Uses included in the Program subject to the terms and conditions of this Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

THIS AGREEMENT is made this _____ day of _____, 2022, by the COUNTY OF WEXFORD, a municipal corporation, with offices located in the County Administration Building, 437 East Division Street, Cadillac, MI. 49601, as the pass-through entity (hereinafter referred to as the "County") and, THE FRIENDS OF MANTON PUBLIC LIBRARY, a 50c3 non-profit located at 410 State Street, Manton, MI. 49603) (hereinafter often referred to as the "Subrecipient").

ARTICLE I – REQUIRED DATA ELEMENTS

Subrecipient shall provide data elements detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance) including its DUNS registered name, DUNS number, and all fulfill other pre-award requirements.

ORIGINAL

ARTICLE II – DURATION AND SCOPE OF SERVICES

Section 1 - Subrecipient shall commence performance of its obligations under this Agreement upon the date of execution by all parties **and complete the Program no later than December 31, 2024**, (hereinafter referred to as the “Program Expiration Date”).

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Subrecipient. In the event this Agreement is terminated for any reason, the Subrecipient shall immediately stop making new commitments requiring expenditures of ARPA funds and return all unexpended funds to the County as directed by the County's Administrator's Office. It is expressly understood and agreed that in the event of a breach of this Agreement by the Subrecipient and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

Section 2 - Scope of Services. The Subrecipient shall develop and implement the Program as detailed in proposal to the County dated August 23, 2021 which is incorporated by reference into this Agreement and made a part hereof.

Section 3 -Subaward Amount and Timing.

- a. Payment will be made by the County to the Subrecipient in the form of a single grant payment of **\$10,00.00** payable from ARPA Funds to be spent on Program costs. The Payment is contingent upon Subrecipient's continued compliance with the provisions set forth in this Agreement and all federal requirements under ARPA or designated herein.
- b. It is understood and agreed that in **no** event will the total funding (grant and loan) provided by the County under this Agreement exceed \$10,000.00 unless otherwise mutually agreed upon in writing by amendment to this Agreement. It is understood and agreed that funding is contingent upon the County's receipt of full US Department of Treasury (USDT) federal funding and written authorization from USDT to use funds in support of the Program. Any reduction in federal funding by USDT to the County's SLRF funding may result in reduction or elimination of funding for the Subrecipient Agreement.

ARTICLE III – ADDITIONAL DUTIES OF SUBRECIPIENT

Section 1 - The Subrecipient agrees Subrecipient confirms its understanding they are a subrecipient of Coronavirus State and Local Fiscal Recovery funds, and agrees to comply with applicable federal compliance, reporting, and contract requirements, including but not limited to:

- a. The American Rescue Plan Act of 2021, P.L. 117-2, March 11, 2021, as amended.
- b. US Department of Treasury Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338, January 27, 2022 and all other applicable federal rules, policies, guidance, procedures, and directives.
- c. Uniform Guidance (2 CFR 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Subrecipient acknowledges that federal requirements include but are not limited to:

- a. All funds expended under this award must be in compliance with the American Rescue Plan Act and applicable US Department of Treasury guidance (as may be amended from time to time).
- b. The Subrecipient will be subject to a single audit or program specific audit when the subrecipient expends \$750,000 or more in a fiscal year
- c. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award

in compliance with Federal statutes, regulations, and the terms and conditions of the award.

- d. This award is subject to 2 CFR 200.311 through 200.316 regarding Property standards
- e. This award is subject to 2 CFR 200.317 through 200.327 regarding Procurement standards
- f. This award is subject to 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management

Section 2- The Subrecipient shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 USC § 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR part 280, subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Subrecipient shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued which are made apart of this Agreement.

Section 3 - All work supported under this Agreement must be in compliance with the following regulations:

- a. The Copeland Anti-Kickback Act (40 USC, Chapter 3, Section 276c and 18 USC, Part 1, Chapter 41, Section 874; and 29 CFR part 3) requires that workers be paid weekly, that deductions from workers' pay be permissible, and that contractors maintain and submit weekly payrolls.
- b. The Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR parts 70 to 240) applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. Violations under this Act carry a liquidated damages penalty (\$10 per day per violation).
- c. Executive Order 11246 - Subrecipients hereby agree to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity. The Subrecipient furthermore agrees to insert the appropriate Goals and Timetables issued by the Department of Labor in such contracts and subcontracts. The Executive Order also requires contractors with 51 or more employees and contracts of \$50,000 or more to implement affirmative action plans to increase the participation of minorities and women in the workplace if a workforce analysis demonstrates their under-representation, meaning that there are fewer minorities and women than would be expected given the numbers of minorities and women qualified to hold the positions available.
- d. Domestic Preference - As appropriate and to the extent consistent with law, the subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as defined by 2 CFR § 200.322(b).
- e. Debarred and Suspended Contractors - Subrecipients shall not enter into any agreement, written or oral, with any contractor without the prior determination of the contractor's eligibility. A contractor or subcontractor is not eligible to receive funds if the contractor is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors. Subrecipient must also verify all contractors are not excluded through SAM.GOV federal contract exclusion search.
- f. The Subrecipient will obtain competitive pricing quotes or bids for all contracts or purchases, in compliance with 2 CFR 200.319.

Section 4 - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

- a. Standard Assurances
- b. Federal Grant Compliance Financial Risk Assessment for Subrecipient
- c. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

4. Audit Certification

Section 5 - During the performance of this Agreement, the Subrecipient must ensure that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, handicap, religion, or religious preference, under any program or activity funded under this Agreement, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC §§ 3601-29) and all implementing regulations, and the Age Discrimination Act of 1975, and all implementing regulations. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. .

Section 6 - All subrecipients agree to not impose additional fees or charges upon their customers for the portion of work funded through this grant agreement through the end of the SLFRF period of performance (December 31, 2026). The Subrecipient shall comply with The Uniform Guidance requirements that pertain to program income at 2 CFR 200.307.

Section 7 - The Subrecipient and/or subSubrecipients shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.

Section 8 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

Section 9-- County shall have the right to monitor Subrecipient's compliance with all applicable SLFRF Program requirements, as well as all applicable Contract requirements by whatever means the County deems appropriate. This right shall continue throughout and until the County grant closeout with USDT or for a 10-year period following the execution of this Agreement, whichever period is longer in duration.

Section 10- Any unused and unobligated funds provided under this Agreement in the Subrecipient's possession when this Agreement terminates shall be returned to the County or used in accordance with instructions provided by the County.

Section 11 - Subrecipient agrees that the County, USDT, the Comptroller General of the United States or any of their authorized representatives, has the right to access the Program and any books, documents, papers or other records of Subrecipient or the Program, which are pertinent to this Agreement in order to make audits, examinations, excerpts or transcripts. Subrecipient will maintain all books and records pertaining to this Agreement throughout and until the County grant closeout with USDT or for a 10-year period following the execution of this Agreement, whichever period is longer in duration.

ARTICLE IV– SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures maybe imposed for any of the following reasons:

1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, assurances, and/or ARPA grant requirements.
2. Failure to comply with the requirements or statutory objectives of federal or state law.

3. Failure to follow agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE V- PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

Section 2 - The Subrecipient will not hire any County employee or elected/appointed official for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient.

ARTICLE VI-INDEPENDENT SUBRECIPIENT

Section 1 - Subrecipient and the County shall, at all times, be deemed to be independent Subrecipients and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Subrecipient shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Section 2 - Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Subrecipient retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Section 3 - The Subrecipient's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

Section 4 - The Subrecipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Subrecipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage. Subrecipient shall be solely responsible for payment of all taxes arising out of the Subrecipient's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Subrecipient.

ARTICLE VII – LIMITATION OF LIABILITY AND INDEMNIFICATION
AGREEMENT

Section 1- Subrecipient acknowledges that the County shall not be liable to Subrecipient for the completion of, or the failure to complete, any activities, which are a part of the Program contemplated by this Agreement. Subrecipient acknowledges that should the County find a material default or noncompliance with this Agreement, as determined by the terms dictated and agreed in this Agreement, as a result thereof, cease disbursement of SLFRF funds, County shall incur no liability to Subrecipient.

Section 2- To the extent permitted by law, Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subSubrecipient of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subSubrecipient of the Subrecipient.

It is mutually understood and agreed that each of the agreement and their officers, agents, servants, volunteers and employees are engaged in a governmental function. Nothing herein contained shall be construed as a waiver of governmental immunity or any other defenses to liability of any party.

Section 3- Subrecipient is responsible for performing each and every activity comprising the Program in a manner that complies with all aspects of the SLFRF program and the guidance provided. Subrecipient represents that it has accurately and completely described the Program in its Application and, except as otherwise agreed in writing, is responsible for bearing the full cost and expense of execution thereof and of continued compliance with the SLFRF program. In the event USDT disallows any Program cost paid in whole or in part with SLFRF funds, Subrecipient shall indemnify, defend, and hold the County harmless against any resulting loss, including reasonable attorneys' fees.

ARTICLE VIII- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance with a on an "occurrence basis" only with limits of liability of not less than \$1,000,000.00 per occurrence and/or aggregate, covering personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Subrecipients coverage.
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$500,000.00 per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
4. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured;" the County, and all of the County's

elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds regardless of whether said other available coverage be primary, contributing or excess.

5. Deductibles and SIRs. The Subrecipient shall be responsible for paying any deductibles and/or self-insured retentions (SIRs) in its insurance coverages.
6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the County. In the event the Subrecipient's insurer refuses to provide such an endorsement the Subrecipient shall be responsible for providing the required notice.
7. Proof of Insurance. The Subrecipient shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

ARTICLE IX- COMPLIANCE WITH LAWS AND REGULATIONS

Section 1 - The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

Section 2 - The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

Section 3- Use of ARPA funds paid under this Agreement for or in support of political activities is prohibited. Any such use of ARPA funds shall be a material breach of this Agreement.

ARTICLE X - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient certifies that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also certifies that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Subrecipient certifies that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this certification, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XIII – SUBRECIPIENT'S COVENANTS

Section 1. Subrecipient covenants and agrees with the County as follows:

- a. To complete the program by the program Expiration Date;
- b. To comply with the 2 CFR 200 Uniform Guidance, and the USDT regulations pertaining to the SLFRF Program, as amended from time to time.

Section 2. Subrecipient represents to the County as follows:

- a. Its execution, delivery and carrying out of the terms and conditions of the Application and this Agreement have been duly authorized by an officer with the ability to obligate Subrecipient to this Agreement and will not conflict with or result in a breach of its Articles of Incorporation or by-laws, or any vote of members or directors or of the terms or provisions of any existing law, regulation or order of any court or government body or authority or agreement to which it is a party or by which it is bound;
- b. There has been no material adverse change in its financial condition since the filing of its Application;
- c. The representations, warranties and statements of fact of Subrecipient as set forth in the Application and this Agreement are true, accurate and complete in all material respects as of the date Application;
- d. It has not failed to provide the County with any material information necessary to make the representations, warranties, and statements contained herein; and are not misleading, in light of the circumstances under which they were made;
- e. The Subrecipient has duly authorized the officer executing this Agreement to execute, in its name and on its behalf, this Agreement and all such other documents and instruments as the County may request in connection with this Agreement; and
- f. The Subrecipient has no knowledge of any existing, threatened or pending actions by any person or governmental authority against it which would have a material adverse effect on its ability to acquire and complete any necessary construction or renovations to the proposed activity.

ARTICLE XIV – APPLICABLE LAW AND VENUE

Section 1- This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

Section 2 - In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

ARTICLE XV - EXTENT OF AGREEMENT

Section 1 -This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

Section 2 - No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

Section 3 - All agreements, covenants, representations, and warranties made in the Subrecipient's Application and this Agreement including Exhibits hereto shall survive the making of any loan hereunder and the termination of this Agreement.

Section 4-- No delay or omission by the County to exercise any of its rights hereunder shall constitute an assent or waiver by it to or of Subrecipient's breach of or noncompliance with the terms of this Agreement, whether the County has knowledge of such breach or noncompliance, and no other assent or waiver, express or implied, by the County to or of any such breach or noncompliance shall be deemed as assent or waiver of any other or succeeding breach or noncompliance.

ARTICLE XVI – NON-BENEFICIARY CONTRACT AND NON-ASSIGNMENT

Section 1. This Agreement is solely between the County and Subrecipient. No other parties are part of this Agreement. This Agreement is not intended to make any person or entity, not a party to this Agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

Section 2. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment by Subrecipient of its rights under this Agreement shall be of any effect unless the prior written consent of County to such assignment has been first obtained.

ARTICLE XVII - SEVERABILITY

If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

ARTICLE XIII – AUTHORITY TO SIGN

The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

WEXFORD COUNTY

By: _____ (DATE)

THE FRIENDS OF MANTON PUBLIC LIBRARY

By: Linda Kimbel 8/26/22
(DATE)

OMB Approval No. 0348-0040

STANDARD ASSURANCES

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L.

88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property

acquired for project purposes regardless of Federal participation in purchases.

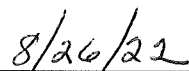
protecting components or potential components of the national wild and scenic rivers system.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
18. Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.


Signature of Subrecipient's Authorized Representative


Title of Subrecipient's Authorized Representative


Name of Subrecipient Organization


Date Submitted

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Wexford County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for

prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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; 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Wexford County Administrator's Office, 437 East Division Street, Cadillac, MI, 49601. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(g) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Wexford County Administrator's Office, 437 East Division Street, Cadillac, MI, 49601. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's Authorized Representative

Federal Grant Compliance Financial Risk Assessment for Subrecipient

1. Do the financial statements your organization uses include at a minimum those required by generally accepted accounting principles, such as the below? YES or NO

- Balance sheet or statement of financial position
- Income statement or statement of operations
- Statement of cash flows
- Notes to the financial statements covering accounting policies, debt, capital assets, leases, pensions, etc.

2. Has your organization had a single audit in the past 3 years? Yes or NO

3. Has your organization been barred from receiving Federal Grants? YES or NO

4. Has your organization been out of compliance as a recipient or subrecipient for any grant in the past 3 years? YES or NO

5. Are current assets sufficient to cover current liabilities? YES or NO

6. Are there any other financial items of note that we should be aware of (e.g., unfunded commitments or other unrecorded liabilities; lawsuits; subsequent events)? YES or NO

If yes please explain:

By signing this report, I certify to the best of my knowledge and belief that the answers are true. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Name: Linda L. Kimbel Position: Pres. Date: 8/26/22

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: Friends of the Nanton Public Library
Street Address: 410 State St
City, State, Zip Code: Nanton, MI 49663
Independent Audit Firm: _____
Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

- I certify that the Subrecipient shown above **does not expect** to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

- I certify that the Subrecipient shown above **expects it will** expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Aundia L. Kimbel
Signature of Subrecipient's Authorized Representative

8/26/22
Date

Signature of Subrecipient's Authorized Representative

Date

