



## Wexford County

### BOARD OF COMMISSIONERS

*Gary Taylor, Chair*

#### **NOTICE OF MEETING**

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, September 21, 2022, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

#### **TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATION AND REPORTS
- H. PUBLIC COMMENTS  
*The Board welcomes all public input.*
- I. CONSENT AGENDA  
*The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.*
  - 1. Approval of the September 7, 2022 Regular Meeting Minutes .....1
  - 2. Area Agency on Aging of Northwest Michigan Appointment.....5
  - 3. Wexford County School Safety Committee Appointment .....5
- J. AGENDA ITEMS
  - 1. Manton Library Agreement (Finance 09/08/2022) .....6
  - 2. MOU with Grand Traverse County RE: NLCMH (Executive 09/13/2022).....25
  - 3. Delinquent Water Bill Agreement (Executive 09/13/2022) .....33
  - 4. Land Purchases (Executive 09/13/2022) .....46
  - 5. Sheriff's Office Rate Increase Request (Executive 09/13/2022).....47
  - 6. Victim Rights Grant – Prosecutor's Office (Executive 09/13/2022).....48
  - 7. Octagon Building Contract Amendment (Executive 09/13/2022) .....80
- K. ADMINISTRATOR'S REPORT
- L. CORRESPONDENCE
  - 1. DEQ-EGLE: Wexford County Landfill .....82
- M. PUBLIC COMMENT
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

**WEXFORD COUNTY BOARD OF COMMISSIONERS**

Regular Meeting \* Wednesday, September 7, 2022

Meeting called to order at 4:00 p.m by Chairman Taylor.

Roll Call: Present- Commissioners Joe Hurlburt, Kathy Adams, Julie Theobald, Jason Baughan, Brian Potter and Gary Taylor.

Absent- Commissioners Mike Musta, Ben Townsend, and Michael Bush.

Pledge of Allegiance.

**Additions/Deletions to the Agenda-** *None.*

**Approval of the Agenda**

**MOTION** by Comm Theobald, seconded by Comm Baughan to approve the agenda.

**All in Favor.**

**Employee Recognition-**

1. Kristie Piskor-25 years. Ms. Piskor was not present to receive her award, but it will be given to her.
2. Travis Fuzi-10 years. Commissioner Potter presented Mr. Fuzi with his award for 10 years of service.

**Presentation and Reports-***None.*

**Public Comment-** *None.*

**Consent Agenda**

1. Approval of the August 17, 2022 Regular Meeting Minutes
2. Wexford Missaukee Community Corrections Advisory Board Appointment
3. 911 Advisory Committee Appointment

**MOTION** by Comm Theobald, seconded by Comm Adams to approve the Consent Agenda.

**All in favor.**

**Agenda Items**

1. Public Defender Additions to Employee Roster

**MOTION** by Comm Theobald, seconded by Comm Potter to approve adding the Private Investigator to the Public Defender's employee roster at an M3 nonunion wage level and adding the Clerk position at an L4 nonunion wage level and approve the position description for the Clerk position, effective immediately.

**Roll Call: Motion approved 6-0.**

2. Flu Clinic

**MOTION** by Comm Adams, seconded by Comm Theobald to approve Cadillac Family Physicians to provide on-site flu immunizations and for the County to pay the full \$35 for any Wexford County employee whose cost is not covered by insurance.

**Roll Call: Motion passed 6-0.**

3. Additional Part-Time Security Personnel

**MOTION** by Comm Theobald, seconded by Comm Baughan to approve adding one additional part-time security personnel to the employee roster effective immediately.

**Roll Call: Motion passed 6-0.**

4. Prosecuting Attorney Reclassification of Child Support Specialist

**MOTION** by Comm Potter, seconded by Comm Adams to approve the reclassification of Child Support Specialist to the IV-D Office Assistant Director at an M2 union wage level on the Prosecuting Attorney's employee roster effective January 1, 2023.

**Roll Call: Motion passed 6-0.**

5. Agreement of MSUE Services

**MOTION** by Comm Adams, seconded by Comm Theobald to approve the Agreement of Services with MSUE and authorize the Chair to sign on behalf of the County.

**Roll Call: Motion passed 6-0.**

6. Central Dispatch Parking Lot Paving-Lower Level

**MOTION** by Comm Baughan, seconded by Comm Potter to approve waiving the County's policy requiring three sealed bids and to approve the quote from American Asphalt in the amount of \$11,682.00 for the paving of the lower parking lot at Central Dispatch.

Commissioner Theobald asked why the policy was being waived. Duane Alworden, 911 Director, explained that it was hard to get quotes for this project because it was late in the season.

**Roll Call: Motion passed 5-0 with Commissioner Hurlburt abstaining.**

7. MERS Attendee

**MOTION by Comm Adams, seconded by Comm Theobald to designate HR Director / Deputy County Administrator, Ms. Bigger, as the Officer Delegate to attend the MERS Conference for 2022.**

**Roll Call: Motion passed unanimously.**

8. Live Streaming Board of Commissioner Meetings via YouTube  
**MOTION by Comm Theobald, seconded by Comm Adams to approve the creation of a Wexford County YouTube Channel to stream Board of Commissioners meetings effective September 21, 2022.**

Commissioner Hurlburt asked how long the recordings would stay up. Commissioner Theobald explained they had discussed 6 months and the Building and Recreation Committee.

Commissioner Potter asked if that was what required, or if that was what we were going to do. Administrator Porterfield explained that the policy can be changed at anytime.

**Roll Call: Motion passed 6-0.**

**Administrator's Report-**

Joe Porterfield explained to the Board that he and Jami are working on finalizing numbers for the budget. He stated that everything was looking good so far.

He informed everyone that we have received several FOIA requests, and he is receiving several phone calls. A lot of requests are regarding election equipment. At this time, because of the ongoing investigation, there isn't a lot of information to give.

**Correspondence-**

1. Pescador 2022 Budget for the Remedial Action Plan-Wexford County Landfill

**Public Comments-** *None.*

**Liaison Reports-**

Comm Adams attended a Lake Mitchell Sewer Authority meeting. The lake is looking healthy, and there were only good things to say about weed control. She was happy to announce there would not be an increase in assessments.

Comm Potter attended a Road Commission meeting. They are issuing lots of permits for fiber. He also attended a Clam Lake DDA meeting and wanted to update everyone that they now own the Pioneer Apartments. The plan is to bulldoze them and sell the property.

Comm Taylor attended a Council on Aging meeting where they are working on their budget.

**Board Comments-**

Comm Theobald thanked everyone for approving the YouTube channel. She is excited that those that miss the meetings would still be able to catch up on what is happening. She did like that there wouldn't be distractions.

Comm Potter was sad that people were out sick, but he is happy that Commissioner Bush is doing well.

**Chairman's Comments-**

Comm Taylor thanked everyone for attending.

**Adjourn**

**MOTION** by Comm Theobald, seconded by Potter to adjourn at 4:11 p.m.

**All in favor.**

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Gary Taylor, Chairperson

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Alaina Nyman, County Clerk

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FOR MEETING DATE:** September 16, 2022

**SUBJECT:** Area Agency on Aging of Northwest Michigan Appointment  
Wexford County School Safety Committee Appointment

**SUMMARY OF ITEM TO BE PRESENTED:**

Commissioner Baughan will serve as liaison for the Area Agency on Aging of Northwest Michigan with term expiring December 31, 2022.

Commissioner Baughan will serve as liaison for the Wexford County School Safety Committee with term expiring December 31, 2022.

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Finance & Appropriations Committee

**FOR MEETING DATE:** September 21, 2022

**SUBJECT:** Manton Library Agreement

**SUMMARY OF ITEM TO BE PRESENTED:**

The ARPA committee forwarded a recommendation to the Finance committee and to the full board to enter into an agreement to with the Friends of the Manton Library, who is a sub-group of the Cadillac – Wexford Public Library to award them funding to help build a new library. Funding is to come from the ARPA funds.

**RECOMMENDTION:**

The Finance committee forwards a recommendation to the full board to approve the attorney approved contract with the Friends of the Manton Library to sub-awarded funds from the ARPA funds.

**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 Skimbel 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

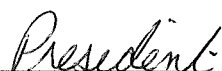
acquired for project purposes regardless of Federal participation in purchases.

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

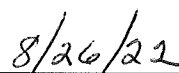
protecting components or potential components of the national wild and scenic rivers system.

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

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Signature of Subrecipient's Authorized Representative

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Date



**ORIGINAL****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Peterson McGregor Insurance 1573 N. Mitchell St Cadillac MI 49601		<b>CONTACT</b> NAME: Sandra Moffit PHONE (A/C, No, Ext): 231-775-1293 E-MAIL ADDRESS: smoffit@team-pma.com FAX (A/C, No): 231-775-1339	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Auto-Owners Insurance Co	
		<b>INSURER B:</b> Accident Insurance Company	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 190418036 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		33256569	8/11/2022	8/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			33256569	8/11/2022	8/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ARP12005100100	8/12/2022	8/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wexford 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 are named as additional insured in respects to General Liability.

**CERTIFICATE HOLDER****CANCELLATION**

County of Wexford, Michigan

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** September 21, 2022  
**SUBJECT:** MOU with Grand Traverse County RE: NLCMH

**SUMMARY OF ITEM TO BE PRESENTED:**

The attached memorandum of understanding (MOU) is a multi-county agreement which is looking into improving services and resources provided by Northern Lakes Community Mental Health, to better serve the counties and their citizens.

**RECOMMENDATION:**

The Executive Committee forwards a recommendation to the full board to approve the attorney approved MOU and authorize to authorize the Chairman to sign on behalf of the County.

**8/16/22****MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between Grand Traverse County, 400 Boardman Avenue, Traverse City Michigan 49684, a Michigan Municipal Corporation, ("Grand Traverse"), Leelanau County, 8527 E. Government Center Dr., Suttons Bay Michigan 49682, a Michigan Municipal Corporation ("Leelanau"), Missaukee County, 111 S. Canal Street, PO Box 800, Lake City Michigan 49651, a Michigan Municipal Corporation ("Missaukee"), Roscommon County, 500 Lake Street, Roscommon Michigan 48653, a Michigan Municipal Corporation ("Roscommon"), Wexford County, 437 E. Division Street, Cadillac Michigan 49601, a Michigan Municipal Corporation ("Wexford"), and Crawford County, 200 W. Michigan Avenue, Grayling Michigan 49738, a Michigan Municipal Corporation ("Crawford"), with any individual county be referred to as "a County", all of the parties being collectively referred to as "the Counties" or " the Parties".

**RECITALS**

Whereas, the Public Health Code provides that counties are responsible to deliver behavior health services through a community mental health services program ("CMHSP"); and

Whereas, counties may deliver a CMHSP through creation of a county community mental health agency, a community mental health organization, or community mental health authority; and

Whereas, in 2003, Grand Traverse, together with the Counties of Leelanau, Crawford, Missaukee, Roscommon, and Wexford decided to deliver a CMHSP through the establishment of a community mental health authority, the Northern Lakes Community Mental Health Authority ("NLCMHA"), which was accomplished through the execution of an Enabling Resolution and Agreement (the "Agreement"); and

Whereas, elected and appointed officials with the Counties having expressed concerns that NLCMHA currently administering CMHSP does not meet the behavioral health needs of the citizens of the Counties; and

Whereas, the Counties desire to work together to address these concerns by studying the delivery of CMHSP for the goal of improving behavior health services in "the Counties"; and

Whereas, to aid in this study, Grand Traverse has or will engage the necessary consultant(s) to offer assistance with regard to review and possible improvements concerning the behavioral health needs of the citizens of the Counties; and

Whereas, this memorandum provides for shared responsibilities related to the studying improving mental health services in the Counties.

Therefore, the Counties acknowledge the following responsibilities:

1. Grand Traverse's responsibilities.

a. Engage consultants:

1. A law firm with significant expertise in public health law.
2. A operations and programming consultant with significant expertise in public health services programs and management.

b. Host meetings.

c. Keep all other parties hereto informed and share data.

d. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

2. Leelanau's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Leelanau.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

3. Missaukee's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Missaukee.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

4. Roscommon's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Roscommon.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

5. Wexford's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Wexford.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

6. Crawford's responsibilities.

a. Provide input to the operations and programming consultant(s) as to the behavior health needs of the citizens of Crawford.

b. Keep all other parties hereto informed and share data.

c. Provide input into the possible revisions regarding the Agreement relative to programming and operational aspects of NLCMHA.

7. The Counties shared responsibilities.

a. Work collaboratively and in good faith.

b. Provide input into, jointly draft, and potentially approve a new Agreement and/or programming or operational modifications as to NLCMHA and the associated CMHSP.

c. Interact with consultant(s) to review, examine, and offer input as to the CMHSP.

8. Miscellaneous.

a. This Memorandum of Understanding shall be interpreted according to Michigan law.

b. In the event that there is a conflict between this Memorandum and the Agreement between the Parties, the Agreement shall govern and control.

c. The Parties hereto agree that any and all written materials including drafts, notes, outlines, or suggested modifications to the Agreement, or the programming or operational aspects of NLCMHA or the CMHSP, that are submitted by any party hereto shall, upon the request of the party that prepared such item(s), shall be returned to the preparing party.

d. It is agreed that Grand Traverse shall pay the costs of operations and programming consultant(s), unless some other cost allocation is agreed upon by the Counties, or a County, as a result of the Counties, or a County, reaching an agreement on modifications to the Agreement, or the programming or operational aspects of NLCMHA, or the CMHSP.

e. It is acknowledged by all parties hereto that this Memorandum of Understanding has been prepared by legal counsel for Grand Traverse County and at the direction of Grand Traverse and that Fraser Trebilcock Davis & Dunlap, P.C. is legal counsel solely for Grand Traverse County. Each county is advised that it should retain, and pay for, its own legal counsel.

f. It is further understood and agreed that at any time any of the Parties hereto may withdraw from these joint discussions and from this Memorandum of Understanding, for any reason, or for no reason at all, upon 7 days written notice to the other Counties. In the event a written notice of is provided, that parties responsibilities and participation under this Memorandum of Understanding shall cease and terminate, excepting only the obligation to contribute to the costs of the consultant(s), to the date of the notification of withdrawal.

g. It is mutually and expressly acknowledged that nothing contained herein shall limit, restrict, modify, or impact, in any way whatsoever, any of the Counties rights, obligations, or options of the Parties under Act 290 of the Public Acts of 1995, as amended, (MCL 330.1205 et seq) or the Enabling Agreement of September 9, 2003, which created NLCMHA, inclusive of the right of any county to withdrawal from the Enabling Agreement and/or as to the termination of NLCMHA.

h. To the extent the Parties are exposed to any protected health information during the work under this Memorandum of Understanding, including but not limited to Health Insurance, Portability and Accountability Act of 1996 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the parties will use appropriate safeguards to prevent use or disclosure of protected health information. The parties hereto agree to promptly report any known misuse of any protected health information.

i. This Memorandum of Understanding may not be amended, modified, revoked, except by written instrument executed by all of the parties to this Memorandum of Understanding.

j. Should any provision of this Memorandum of Understanding be held invalid or void for any reason, the remaining provisions shall remain in full force and effect.

k. The captions in this Memorandum of Understanding have been inserted solely for convenience of reference and in no way define, limit, or describe the scope or

substance of any provision of this Memorandum of Understanding and this document shall be deemed to be jointly drafted by the Parties.

l. This Memorandum of Understanding may be executed in one or more counterparts each of which shall be deemed an original, but all together will constitute one and the same instrument, and any such counterpart containing a facsimile or electronic signature shall be deemed and original. This Memorandum of Understanding shall become effective, as to each Municipal Corporation, on the date the Memorandum of Understanding is executed by that Municipal Corporation.

m. This Memorandum of Understanding contains the full and entire agreement of the Parties relative to the retention of a consultant and the willingness to have joint discussion as to NLCMHA and the existing CMHSP.

n. It is represented that any signatory hereto has been fully and completely empowered and authorized to execute this Memorandum of Understanding on behalf of the Municipal Corporation.

The Parties have executed this Memorandum of Understanding on the date indicated below:

Grand Traverse County:

\_\_\_\_\_  
Robert Hentschel, Chairperson  
Grand Traverse County Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
Bonnie Scheele, Grand Traverse County Clerk

Date: \_\_\_\_\_

Leelanau County

\_\_\_\_\_  
Ty Wessell, Chairperson  
Leelanau County Board of Commissioners

Date: \_\_\_\_\_

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Michelle L. Crocker, Leelanau County Clerk

Dated: \_\_\_\_\_

Missaukee County

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Dean Smallagen, Chairperson  
Missaukee County Board of Commissioners

Date: \_\_\_\_\_

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Jessica Nielsen, Missaukee County Clerk

Date: \_\_\_\_\_

Roscommon County

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Robert E Schneider, Chairperson  
Roscommon Board of Commissioners

Date: \_\_\_\_\_

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Michelle Stevenson, Roscommon Clerk/Register of Deeds

Date: \_\_\_\_\_

Wexford County

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Gary Taylor, Chairperson  
Wexford County Board of Commissioners

Date: \_\_\_\_\_



\_\_\_\_\_  
Alaina Nyman, Wexford County Clerk

Date: \_\_\_\_\_

Crawford County

\_\_\_\_\_  
Shelly Pinkelman, Chairperson  
Crawford County Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
Sandra Moore, Crawford County Clerk/Register of Deeds

Date: \_\_\_\_\_

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** September 21, 2022  
**SUBJECT:** Delinquent Water Bill Agreement

**SUMMARY OF ITEM TO BE PRESENTED:**

The following agreement(s) will allow a property owner on US 131 to make payments on their delinquent water bills. There are two properties, and the owner has agreed to pay \$50/month on each property, totaling \$100/month, while still paying on their current water bill.

**RECOMMENDTION:**

The Executive Committee forwards a recommendation to the full board to approve the Infrastructure Alternative Inc. provided agreement and authorize to authorize the Chairman to sign on behalf of the County.

## Utility Bill Payment Arrangement

**Payment Arrangement Amount:**     \$7818.80  
**Payment Arrangement Balance:**   \$7818.80  
**Date Added:**                             09/15/2022  
**Expire Date:**                            10/20/2035

Payment Due Date	Amount To Pay	Amount Paid	Balance
10/20/2022	\$50.00	\$0.00	\$50.00
11/20/2022	\$50.00	\$0.00	\$50.00
12/20/2022	\$50.00	\$0.00	\$50.00
01/20/2023	\$50.00	\$0.00	\$50.00
02/20/2023	\$50.00	\$0.00	\$50.00
03/20/2023	\$50.00	\$0.00	\$50.00
04/20/2023	\$50.00	\$0.00	\$50.00
05/20/2023	\$50.00	\$0.00	\$50.00
06/20/2023	\$50.00	\$0.00	\$50.00
07/20/2023	\$50.00	\$0.00	\$50.00
08/20/2023	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

09/20/2023	\$50.00	\$0.00	\$50.00
10/20/2023	\$50.00	\$0.00	\$50.00
11/20/2023	\$50.00	\$0.00	\$50.00
12/20/2023	\$50.00	\$0.00	\$50.00
01/20/2024	\$50.00	\$0.00	\$50.00
02/20/2024	\$50.00	\$0.00	\$50.00
03/20/2024	\$50.00	\$0.00	\$50.00
04/20/2024	\$50.00	\$0.00	\$50.00
05/20/2024	\$50.00	\$0.00	\$50.00
06/20/2024	\$50.00	\$0.00	\$50.00
07/20/2024	\$50.00	\$0.00	\$50.00
08/20/2024	\$50.00	\$0.00	\$50.00
09/20/2024	\$50.00	\$0.00	\$50.00
10/20/2024	\$50.00	\$0.00	\$50.00
11/20/2024	\$50.00	\$0.00	\$50.00
12/20/2024	\$50.00	\$0.00	\$50.00
01/20/2025	\$50.00	\$0.00	\$50.00
02/20/2025	\$50.00	\$0.00	\$50.00
03/20/2025	\$50.00	\$0.00	\$50.00
04/20/2025	\$50.00	\$0.00	\$50.00
05/20/2025	\$50.00	\$0.00	\$50.00
06/20/2025	\$50.00	\$0.00	\$50.00
07/20/2025	\$50.00	\$0.00	\$50.00
08/20/2025	\$50.00	\$0.00	\$50.00
09/20/2025	\$50.00	\$0.00	\$50.00
10/20/2025	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

11/20/2025	\$50.00	\$0.00	\$50.00
12/20/2025	\$50.00	\$0.00	\$50.00
01/20/2026	\$50.00	\$0.00	\$50.00
02/20/2026	\$50.00	\$0.00	\$50.00
03/20/2026	\$50.00	\$0.00	\$50.00
04/20/2026	\$50.00	\$0.00	\$50.00
05/20/2026	\$50.00	\$0.00	\$50.00
06/20/2026	\$50.00	\$0.00	\$50.00
07/20/2026	\$50.00	\$0.00	\$50.00
08/20/2026	\$50.00	\$0.00	\$50.00
09/20/2026	\$50.00	\$0.00	\$50.00
10/20/2026	\$50.00	\$0.00	\$50.00
11/20/2026	\$50.00	\$0.00	\$50.00
12/20/2026	\$50.00	\$0.00	\$50.00
01/20/2027	\$50.00	\$0.00	\$50.00
02/20/2027	\$50.00	\$0.00	\$50.00
03/20/2027	\$50.00	\$0.00	\$50.00
04/20/2027	\$50.00	\$0.00	\$50.00
05/20/2027	\$50.00	\$0.00	\$50.00
06/20/2027	\$50.00	\$0.00	\$50.00
07/20/2027	\$50.00	\$0.00	\$50.00
08/20/2027	\$50.00	\$0.00	\$50.00
09/20/2027	\$50.00	\$0.00	\$50.00
10/20/2027	\$50.00	\$0.00	\$50.00
11/20/2027	\$50.00	\$0.00	\$50.00
12/20/2027	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

01/20/2028	\$50.00	\$0.00	\$50.00
02/20/2028	\$50.00	\$0.00	\$50.00
03/20/2028	\$50.00	\$0.00	\$50.00
04/20/2028	\$50.00	\$0.00	\$50.00
05/20/2028	\$50.00	\$0.00	\$50.00
06/20/2028	\$50.00	\$0.00	\$50.00
07/20/2028	\$50.00	\$0.00	\$50.00
08/20/2028	\$50.00	\$0.00	\$50.00
09/20/2028	\$50.00	\$0.00	\$50.00
10/20/2028	\$50.00	\$0.00	\$50.00
11/20/2028	\$50.00	\$0.00	\$50.00
12/20/2028	\$50.00	\$0.00	\$50.00
01/20/2029	\$50.00	\$0.00	\$50.00
02/20/2029	\$50.00	\$0.00	\$50.00
03/20/2029	\$50.00	\$0.00	\$50.00
04/20/2029	\$50.00	\$0.00	\$50.00
05/20/2029	\$50.00	\$0.00	\$50.00
06/20/2029	\$50.00	\$0.00	\$50.00
07/20/2029	\$50.00	\$0.00	\$50.00
08/20/2029	\$50.00	\$0.00	\$50.00
09/20/2029	\$50.00	\$0.00	\$50.00
10/20/2029	\$50.00	\$0.00	\$50.00
11/20/2029	\$50.00	\$0.00	\$50.00
12/20/2029	\$50.00	\$0.00	\$50.00
01/20/2030	\$50.00	\$0.00	\$50.00
02/20/2030	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

03/20/2030	\$50.00	\$0.00	\$50.00
04/20/2030	\$50.00	\$0.00	\$50.00
05/20/2030	\$50.00	\$0.00	\$50.00
06/20/2030	\$50.00	\$0.00	\$50.00
07/20/2030	\$50.00	\$0.00	\$50.00
08/20/2030	\$50.00	\$0.00	\$50.00
09/20/2030	\$50.00	\$0.00	\$50.00
10/20/2030	\$50.00	\$0.00	\$50.00
11/20/2030	\$50.00	\$0.00	\$50.00
12/20/2030	\$50.00	\$0.00	\$50.00
01/20/2031	\$50.00	\$0.00	\$50.00
02/20/2031	\$50.00	\$0.00	\$50.00
03/20/2031	\$50.00	\$0.00	\$50.00
04/20/2031	\$50.00	\$0.00	\$50.00
05/20/2031	\$50.00	\$0.00	\$50.00
06/20/2031	\$50.00	\$0.00	\$50.00
07/20/2031	\$50.00	\$0.00	\$50.00
08/20/2031	\$50.00	\$0.00	\$50.00
09/20/2031	\$50.00	\$0.00	\$50.00
10/20/2031	\$50.00	\$0.00	\$50.00
11/20/2031	\$50.00	\$0.00	\$50.00
12/20/2031	\$50.00	\$0.00	\$50.00
01/20/2032	\$50.00	\$0.00	\$50.00
02/20/2032	\$50.00	\$0.00	\$50.00
03/20/2032	\$50.00	\$0.00	\$50.00
04/20/2032	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

05/20/2032	\$50.00	\$0.00	\$50.00
06/20/2032	\$50.00	\$0.00	\$50.00
07/20/2032	\$50.00	\$0.00	\$50.00
08/20/2032	\$50.00	\$0.00	\$50.00
09/20/2032	\$50.00	\$0.00	\$50.00
10/20/2032	\$50.00	\$0.00	\$50.00
11/20/2032	\$50.00	\$0.00	\$50.00
12/20/2032	\$50.00	\$0.00	\$50.00
01/20/2033	\$50.00	\$0.00	\$50.00
02/20/2033	\$50.00	\$0.00	\$50.00
03/20/2033	\$50.00	\$0.00	\$50.00
04/20/2033	\$50.00	\$0.00	\$50.00
05/20/2033	\$50.00	\$0.00	\$50.00
06/20/2033	\$50.00	\$0.00	\$50.00
07/20/2033	\$50.00	\$0.00	\$50.00
08/20/2033	\$50.00	\$0.00	\$50.00
09/20/2033	\$50.00	\$0.00	\$50.00
10/20/2033	\$50.00	\$0.00	\$50.00
11/20/2033	\$50.00	\$0.00	\$50.00
12/20/2033	\$50.00	\$0.00	\$50.00
01/20/2034	\$50.00	\$0.00	\$50.00
02/20/2034	\$50.00	\$0.00	\$50.00
03/20/2034	\$50.00	\$0.00	\$50.00
04/20/2034	\$50.00	\$0.00	\$50.00
05/20/2034	\$50.00	\$0.00	\$50.00
06/20/2034	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date



07/20/2034	\$50.00	\$0.00	\$50.00
08/20/2034	\$50.00	\$0.00	\$50.00
09/20/2034	\$50.00	\$0.00	\$50.00
10/20/2034	\$50.00	\$0.00	\$50.00
11/20/2034	\$50.00	\$0.00	\$50.00
12/20/2034	\$50.00	\$0.00	\$50.00
01/20/2035	\$50.00	\$0.00	\$50.00
02/20/2035	\$50.00	\$0.00	\$50.00
03/20/2035	\$50.00	\$0.00	\$50.00
04/20/2035	\$50.00	\$0.00	\$50.00
05/20/2035	\$50.00	\$0.00	\$50.00
06/20/2035	\$50.00	\$0.00	\$50.00
07/20/2035	\$50.00	\$0.00	\$50.00
08/20/2035	\$50.00	\$0.00	\$50.00
09/20/2035	\$50.00	\$0.00	\$50.00
10/20/2035	\$18.80	\$0.00	\$18.80

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

## Utility Bill Payment Arrangement

**Payment Arrangement Amount:**     \$5592.89  
**Payment Arrangement Balance:**   \$5592.89  
**Date Added:**                             09/15/2022  
**Expire Date:**                            01/20/2032

Payment Due Date	Amount To Pay	Amount Paid	Balance
10/20/2022	\$50.00	\$0.00	\$50.00
11/20/2022	\$50.00	\$0.00	\$50.00
12/20/2022	\$50.00	\$0.00	\$50.00
01/20/2023	\$50.00	\$0.00	\$50.00
02/20/2023	\$50.00	\$0.00	\$50.00
03/20/2023	\$50.00	\$0.00	\$50.00
04/20/2023	\$50.00	\$0.00	\$50.00
05/20/2023	\$50.00	\$0.00	\$50.00
06/20/2023	\$50.00	\$0.00	\$50.00
07/20/2023	\$50.00	\$0.00	\$50.00
08/20/2023	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

09/20/2023	\$50.00	\$0.00	\$50.00
10/20/2023	\$50.00	\$0.00	\$50.00
11/20/2023	\$50.00	\$0.00	\$50.00
12/20/2023	\$50.00	\$0.00	\$50.00
01/20/2024	\$50.00	\$0.00	\$50.00
02/20/2024	\$50.00	\$0.00	\$50.00
03/20/2024	\$50.00	\$0.00	\$50.00
04/20/2024	\$50.00	\$0.00	\$50.00
05/20/2024	\$50.00	\$0.00	\$50.00
06/20/2024	\$50.00	\$0.00	\$50.00
07/20/2024	\$50.00	\$0.00	\$50.00
08/20/2024	\$50.00	\$0.00	\$50.00
09/20/2024	\$50.00	\$0.00	\$50.00
10/20/2024	\$50.00	\$0.00	\$50.00
11/20/2024	\$50.00	\$0.00	\$50.00
12/20/2024	\$50.00	\$0.00	\$50.00
01/20/2025	\$50.00	\$0.00	\$50.00
02/20/2025	\$50.00	\$0.00	\$50.00
03/20/2025	\$50.00	\$0.00	\$50.00
04/20/2025	\$50.00	\$0.00	\$50.00
05/20/2025	\$50.00	\$0.00	\$50.00
06/20/2025	\$50.00	\$0.00	\$50.00
07/20/2025	\$50.00	\$0.00	\$50.00
08/20/2025	\$50.00	\$0.00	\$50.00
09/20/2025	\$50.00	\$0.00	\$50.00
10/20/2025	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

11/20/2025	\$50.00	\$0.00	\$50.00
12/20/2025	\$50.00	\$0.00	\$50.00
01/20/2026	\$50.00	\$0.00	\$50.00
02/20/2026	\$50.00	\$0.00	\$50.00
03/20/2026	\$50.00	\$0.00	\$50.00
04/20/2026	\$50.00	\$0.00	\$50.00
05/20/2026	\$50.00	\$0.00	\$50.00
06/20/2026	\$50.00	\$0.00	\$50.00
07/20/2026	\$50.00	\$0.00	\$50.00
08/20/2026	\$50.00	\$0.00	\$50.00
09/20/2026	\$50.00	\$0.00	\$50.00
10/20/2026	\$50.00	\$0.00	\$50.00
11/20/2026	\$50.00	\$0.00	\$50.00
12/20/2026	\$50.00	\$0.00	\$50.00
01/20/2027	\$50.00	\$0.00	\$50.00
02/20/2027	\$50.00	\$0.00	\$50.00
03/20/2027	\$50.00	\$0.00	\$50.00
04/20/2027	\$50.00	\$0.00	\$50.00
05/20/2027	\$50.00	\$0.00	\$50.00
06/20/2027	\$50.00	\$0.00	\$50.00
07/20/2027	\$50.00	\$0.00	\$50.00
08/20/2027	\$50.00	\$0.00	\$50.00
09/20/2027	\$50.00	\$0.00	\$50.00
10/20/2027	\$50.00	\$0.00	\$50.00
11/20/2027	\$50.00	\$0.00	\$50.00
12/20/2027	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

01/20/2028	\$50.00	\$0.00	\$50.00
02/20/2028	\$50.00	\$0.00	\$50.00
03/20/2028	\$50.00	\$0.00	\$50.00
04/20/2028	\$50.00	\$0.00	\$50.00
05/20/2028	\$50.00	\$0.00	\$50.00
06/20/2028	\$50.00	\$0.00	\$50.00
07/20/2028	\$50.00	\$0.00	\$50.00
08/20/2028	\$50.00	\$0.00	\$50.00
09/20/2028	\$50.00	\$0.00	\$50.00
10/20/2028	\$50.00	\$0.00	\$50.00
11/20/2028	\$50.00	\$0.00	\$50.00
12/20/2028	\$50.00	\$0.00	\$50.00
01/20/2029	\$50.00	\$0.00	\$50.00
02/20/2029	\$50.00	\$0.00	\$50.00
03/20/2029	\$50.00	\$0.00	\$50.00
04/20/2029	\$50.00	\$0.00	\$50.00
05/20/2029	\$50.00	\$0.00	\$50.00
06/20/2029	\$50.00	\$0.00	\$50.00
07/20/2029	\$50.00	\$0.00	\$50.00
08/20/2029	\$50.00	\$0.00	\$50.00
09/20/2029	\$50.00	\$0.00	\$50.00
10/20/2029	\$50.00	\$0.00	\$50.00
11/20/2029	\$50.00	\$0.00	\$50.00
12/20/2029	\$50.00	\$0.00	\$50.00
01/20/2030	\$50.00	\$0.00	\$50.00
02/20/2030	\$50.00	\$0.00	\$50.00

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

03/20/2030	\$50.00	\$0.00	\$50.00
04/20/2030	\$50.00	\$0.00	\$50.00
05/20/2030	\$50.00	\$0.00	\$50.00
06/20/2030	\$50.00	\$0.00	\$50.00
07/20/2030	\$50.00	\$0.00	\$50.00
08/20/2030	\$50.00	\$0.00	\$50.00
09/20/2030	\$50.00	\$0.00	\$50.00
10/20/2030	\$50.00	\$0.00	\$50.00
11/20/2030	\$50.00	\$0.00	\$50.00
12/20/2030	\$50.00	\$0.00	\$50.00
01/20/2031	\$50.00	\$0.00	\$50.00
02/20/2031	\$50.00	\$0.00	\$50.00
03/20/2031	\$50.00	\$0.00	\$50.00
04/20/2031	\$50.00	\$0.00	\$50.00
05/20/2031	\$50.00	\$0.00	\$50.00
06/20/2031	\$50.00	\$0.00	\$50.00
07/20/2031	\$50.00	\$0.00	\$50.00
08/20/2031	\$50.00	\$0.00	\$50.00
09/20/2031	\$50.00	\$0.00	\$50.00
10/20/2031	\$50.00	\$0.00	\$50.00
11/20/2031	\$50.00	\$0.00	\$50.00
12/20/2031	\$50.00	\$0.00	\$50.00
01/20/2032	\$42.89	\$0.00	\$42.89

I, the below signed customer, recognize that my utility bill is delinquent and have committed to the payment arrangement outlined above. I agree to pay the monthly delinquent amount of \$50.00 per month in addition to the current balance each month. I understand that if the payment arrangement terms above are not met, my utility account will revert back to delinquent status and will be subject to delinquent penalties and/or administration fees.

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Customer Signature

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Date

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Approved By Signature

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Date

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** September 21, 2022  
**SUBJECT:** Land Purchase

**SUMMARY OF ITEM TO BE PRESENTED:**

The ARPA committee forwarded a recommendation to the Executive and full board to purchase two parcels of land off of Lincoln St. not to exceed \$12,000.00 per parcel.

**RECOMMENDATION:**

The Executive Committee forwards a recommendation to the full board to approve the purchase of the two parcels.



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**OFFICE OF THE SHERIFF • WEXFORD COUNTY**

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Trent J Taylor  
Sheriff

Richard R. Doehring  
Undersheriff

August 23, 2022

Joe Porterfield  
County Administrator  
437 E Division St.  
Cadillac, MI 49601

Re: Wage Increase

Dear County Administrator,

I would like to formally request a wage rate increase in the amount of \$3.00 per hour for Deputy Sheriffs and Command Staff to increase their total hourly wage rates to be comparable with local Law Enforcement agencies.

Similarly, I am requesting a wage rate increase for a Corrections Officer of \$2.00 per hour and \$1.00 per hour for the Animal Control Officers and Administrative Assistants.

The funds contributed towards the cost of the wage increase would be obtained by eliminating one Deputy Sheriff and one Corrections Officer position. The 2022 budget will have additional funds that could be utilized as well, due to the large number of vacancies the Sheriff's Office has had this year.

Sincerely,

Trent J Taylor  
Sheriff



Agreement #: E20232170-00

**Grant Agreement Between  
Michigan Department of Health and Human Services  
hereinafter referred to as the "Department"  
and**

**Wexford County of Prosecutor  
437 E. Division Street  
Cadillac MI 49601 1998**

**Federal I.D.#: 38-6007337, Unique Entity Identifier: ELBVKK7YL1T1  
hereinafter referred to as the "Grantee"  
for**

**Victim Rights Prosecutor-2023  
Part 1**

**1. Period of Agreement:**

This Agreement will commence on the date of the Grantee's signature or October 1, 2022, whichever is later, and continue through September 30, 2023. No activity will be performed and no costs to the state will be incurred prior to October 1, 2022 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2022, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

**2. Program Budget and Agreement Amount:**

**A. Agreement Amount**

The total amount of this Agreement is \$54,434.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$54,434.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egram-mi.com/mdhhs>).

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- ☒ Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- ☒ Not a research and development project.

**B. Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

**C. Deviation Allowance**

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

**3. Purpose:**

The focus of the program is to establish procedures and develop budgetary and training criteria to implement the requirements of William Van Regenmorter Crime Victim Rights Act, P. A. 87 of 1985.

**4. Statement of Work:**

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

**5. Financial Requirements:**

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

**6. Performance/Progress Report Requirements:**

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

**7. General Provisions:**

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment E, which are part of this Agreement.

8. **Administration of the Agreement:**

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Twanisha Glass     Analyst/Specialist                      (313) 876-4000 x 313  
GlassT3@michigan.gov

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Name	Title	Telephone No.	Email Address
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9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Kristi Nottingham                                              Financial Director

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Name	Title
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treasurer@wexfordcounty.org                                              (231) 779-9475

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E-Mail Address	Telephone No.
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**10. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

**11. Special Certification:**

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

**12. Signature Section:**

**FOR the GRANTEE**

**Wexford County of Prosecutor**

Gary Taylor

Chairperson

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Name

Title

Date

**For the Michigan Department of Health and Human Services**

Jeanette Hensler

09/08/2022

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Jeanette Hensler, Grants Division Director  
Bureau of Grants and Purchasing

Date

**Part 2**  
**General Provisions**

**I. Responsibilities - Grantee**

The Grantee, in accordance with the general purposes and objectives of this Agreement, must:

**A. Publication Rights**

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

**B. Fees**

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

**C. Grant Program Operation**

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

**D. Reporting**

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

**E. Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

**F. Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

#### **G. Audits**

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II. A.).

##### **1. Required Audit or Audit Exemption Notice**

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

##### **a. Single Audit**

Grantees that are a state, local government or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described 2 CFR 200.512 (c).

##### **b. Financial Related Audit**

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

##### **c. Audit Exemption Notice**

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The

template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.



b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

**H. Subrecipient/Contractor Monitoring**

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
  - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
  - b. Ensure the subrecipient complies with all the requirements of this Agreement.
  - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
  - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
  - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

**I. Notification of Modifications**

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

**J. Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

**K. Human Subjects**

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

**L. Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:

- a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
- b. A criminal Proceeding;
- c. A parole or probation Proceeding;
- d. A Proceeding under the Sarbanes-Oxley Act;
- e. A civil Proceeding involving:

1. A claim that might reasonably be expected to

adversely affect Grantee's viability or financial stability;  
or

2. A governmental or public entity's claim or written allegation of fraud; or

3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

**M. Statement of Work Progress Reports**

Submit quarterly Statement of Work progress reports to the Department via the <http://egram-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

**N. Conflict of Interest and Code of Conduct Standards**

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).

2. Uphold high ethical standards and be prohibited from the following:

a. Holding or acquiring an interest that would conflict with this Agreement;

b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;

c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or

d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

**O. Travel Costs**

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.

a. If the Grantee has a documented policy related to travel

reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.

- b. State of Michigan travel rates may be found at the following website: [http://www.michigan.gov/dtmb/0,5552,7-358-82548\\_13132---,00.html](http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html).
- c. International travel must be pre-approved by the Department and itemized in the budget.

**P. Federal Funding Accountability and Transparency Act (FFATA)**

- 1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
  - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
  - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
  - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
- 2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

**Q. Insurance Requirements**

- 1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
  - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
  - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
- 2. Insurance Types
  - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CC 20 10 11 85, or both CC 20 10 12 10 and CC

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
  - c. Employers Liability Insurance or Governmental Self-Insurance.
  - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
  - 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.
  - 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

**R. Fiscal Questionnaire**

- 1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
- 2. The fiscal questionnaire template can be found in EGrAMS documents.

**S. Criminal Background Check**

- 1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
  - a. ICHAT: <http://apps.michigan.gov/ichat>
  - b. Michigan Public Sex Offender Registry:  
<http://www.mipsor.state.mi.us>
  - c. National Sex Offender Registry: <http://www.nsopw.gov>

2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
  - a. Central Registry: [https://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330-180331--,00.html](https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html)
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

## **II. Responsibilities - Department**

The Department in accordance with the general purposes and objectives of this Agreement will:

### **A. Reimbursement**

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

### **B. Report Forms**

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

## **III. Assurances**

The following assurances are hereby given to the Department:

**A. Compliance with Applicable Laws**

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

**B. Anti-Lobbying Act**

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

**C. Non-Discrimination**

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state 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 based on race, color or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on 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 based on alcohol abuse or alcoholism;
  - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
  - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

**D. Debarment and Suspension**

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees 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 contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for



attempting to obtain, or performing a public (federal, state, or local) or private 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

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 section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

**E. Federal Requirement: Pro-Children Act**

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant, or private work site), the activities must be smoke-free.

**F. Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

**G. Employee Whistleblower Protections**

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

**H. Clean Air Act and Federal Water Pollution Control Act**

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

**I. Victims of Trafficking and Violence Protection Act**

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

**J. Procurement of Recovered Materials**

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

**K. Subcontracts**

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will

prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
  - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
  - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
  4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
  5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

**L. Procurement**

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four years after the end of the Agreement period.

**M. Health Insurance Portability and Accountability Act**

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under

this Agreement.

2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

**N. Website Incorporation**

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

**O. Survival**

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

**P. Non-Disclosure of Confidential Information**

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "confidential information" means all information and documentation that:

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
  - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
  - c. Should reasonably be recognized as confidential information of the disclosing party;
  - d. Is unpublished or not available to the general public; or
  - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
    - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
    - b. Already in the possession of the receiving party without an obligation of confidentiality;
    - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
    - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
    - e. Publicly available when received or thereafter became publicly

through or on behalf of, the receiving party).

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

**Q. Cap on Salaries**

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

**IV. Financial Requirements**

**A. Operating Advance**

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
  - b. A hearing by an impartial official.
  - c. An opportunity for the Grantee to examine the Department's associated records.
  - d. An opportunity for the Grantee to present evidence in person or in writing.
  - e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
  - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

**B. Reimbursement Method**

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

**C. Financial Status Report Submission**

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and

objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to [FSRMDHHS@michigan.gov](mailto:FSRMDHHS@michigan.gov).

**D. Reimbursement Mechanism**

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

**E. Final Obligations and Financial Status Reporting Requirements**

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

**F. Unobligated Funds**

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.



**G. Indirect Costs**

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

**V. Agreement Termination**

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

**VI. Stop Work Order**

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

**VII. Final Reporting Upon Termination**

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

**VIII. Severability**

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

**IX. Waiver**

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

**X. Amendments**

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

**XI. Liability**

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

**XII. State of Michigan Agreement**

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

**A Attachment A - Statement of Work**

**Objective :** Advocate will provide victim advocacy services from a systems-based perspective.

**Activity :** Victim advocate will provide courtroom accompaniment when requested by the victim.

**Responsible Staff :** Victims Rights Unit

**Date Range :** 10/01/2022 - 09/30/2023

**Expected Outcome :** All victims requesting courtroom accompaniment will receive this advocacy service.

**Measurement :** Spreadsheet or comparable system.

**Objective :** Victim Advocate obtain continuing education hours to increase individual expertise in the field of victim advocacy.

**Activity :** Attend Divisions of Victim Services sponsored conferences.

**Responsible Staff :** Fully-funded advocates in the Victim Rights Unit

**Date Range :** 10/01/2022 - 09/30/2023

**Expected Outcome :** All fully-funded staff under this grant agreement will have completed sixteen continuing education hours by the end of the grant year.

**Measurement :** Training log or certificate of attendance.

**Objective :** Grantee will comply with the reporting requirements of the grant agreement.

**Activity :** Ensure all quarterly reports are complete and submitted in a timely manner.

**Responsible Staff :** CVRP Project Director

**Date Range :** 10/01/2022 - 09/30/2023

**Expected Outcome :** All quarterly grant reports will be submitted prior to the deadline.

**Measurement :** Electronic Grants Administration & Management Systems (EGRAMS).

**Objective :** Provide notices to crime victims as defined in the William Van Regenmorter Crime Victims Rights Act of 1985.

**Activity :** Provide specific information to each victim as mandated in MCL 780.756

**Responsible Staff :** Victims Rights Unit

**Date Range :** 10/01/2022 - 09/30/2023

**Expected Outcome :** 100% of victims will receive information under this section within 7 days of the defendant's arraignment.

**Measurement :** ACT/JCT or comparable system.

**Activity :** Provide specific information to each victim as mandated in MCL 780.786

**Responsible Staff :** Victims Rights Unit

**Date Range :** 10/01/2022 - 09/30/2023

**Expected Outcome :** 100% of victims will receive information under this section within 72 hours after filing a juvenile petition

**Measurement :** ACT/JCT or comparable system.

**Activity :** Inform the victim of the defendant's conviction and the victim's right to make a written or oral Victim Impact Statement pursuant to 780.763, 780.765, 780.792, 780.793, 780.823, 780.825.

**Responsible Staff :** Victims Rights Unit

**Date Range :** 10/01/2022 - 09/30/2023

**Expected Outcome :** 100% of requesting victims will receive notice of this right.

**Measurement :** ACT/JCT or comparable system.

**Activity :** Provide the victim with an applicable post-conviction notice form

<b>Responsible Staff :</b>	Victims Rights Unit
<b>Date Range :</b>	10/01/2022 - 09/30/2023
<b>Expected Outcome :</b>	100% of requesting victims will receive this information.
<b>Measurement :</b>	ACT/JCT or comparable system.
<b>Activity :</b>	Inform the victim of their right to receive notice of appeal pursuant to MCL 780.768a.
<b>Responsible Staff :</b>	Victims Rights Unit
<b>Date Range :</b>	10/01/2022 - 09/30/2023
<b>Expected Outcome :</b>	100% of requesting victims will receive notice of their right to be informed of an appeal.
<b>Measurement :</b>	ACT/JCT or comparable system.

**B1 Attachment B1 - Program Budget Summary**

<b>PROGRAM</b> Victim Rights Prosecutor-2023			<b>DATE PREPARED</b> 9/8/2022	
<b>CONTRACTOR NAME</b> Wexford County of Prosecutor			<b>BUDGET PERIOD</b> From : 10/1/2022 To : 9/30/2023	
<b>MAILING ADDRESS (Number and Street)</b> 437 E. Division Street			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	<b>AMENDMENT #</b> 0
<b>CITY</b> Cadillac	<b>STATE</b> MI	<b>ZIP CODE</b> 49601-1998	<b>FEDERAL ID NUMBER</b> 38-6007337	

	Category	Total	Amount
<b>DIRECT EXPENSES</b>			
<b>Program Expenses</b>			
1	Salary & Wages	37,694.00	37,694.00
2	Fringe Benefits	12,571.00	12,571.00
3	Employee Travel and Training	200.00	200.00
4	Supplies & Materials	1,500.00	1,500.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	0.00	0.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	2,469.00	2,469.00
<b>Total Program Expenses</b>		54,434.00	54,434.00
<b>TOTAL DIRECT EXPENSES</b>		54,434.00	54,434.00
<b>INDIRECT EXPENSES</b>			
<b>Indirect Costs</b>			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
<b>Total Indirect Costs</b>		0.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>		0.00	0.00
<b>TOTAL EXPENDITURES</b>		54,434.00	54,434.00

	Category	Total	Amount	Cash	Inkind
1	<b>Source of Funds</b>				
	MDHHS State Agreement	54,434.00	54,434.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	<b>Total Source of Funds</b>	54,434.00	54,434.00	0.00	0.00
	<b>Totals</b>	54,434.00	54,434.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
1	<b>Salary &amp; Wages</b>					
	1 fulltime Advocate	1950.0000	19.330	0.000	FTE	37,694.00
2	<b>Fringe Benefits</b>					
	All Composite Rate	0.0000	33.350	37694.000		12,571.00
3	<b>Employee Travel and Training</b>					
	Mileage-to and from training	0.0000	0.000	0.000		200.00
4	<b>Supplies &amp; Materials</b>					
	Office Supplies	0.0000	0.000	0.000		1,000.00
	Postage	0.0000	0.000	0.000		500.00
<b>Total for Supplies &amp; Materials</b>						1,500.00
5	<b>Subawards – Subrecipient Services</b>					
6	<b>Contractual - Professional Services</b>					
7	<b>Communications</b>					
8	<b>Grantee Rent Costs</b>					
9	<b>Space Costs</b>					
10	<b>Capital Expenditures - Equipment &amp; Other</b>					
11	<b>Client Assistance - Rent</b>					
12	<b>Client Assistance - All Other</b>					
13	<b>Other Expense</b>					
	5% DVN Allocation	0.0000	0.000	0.000		2,469.00
<b>Total Program Expenses</b>						54,434.00
<b>TOTAL DIRECT EXPENSES</b>						54,434.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
1	<b>Indirect Costs</b>					
2	<b>Cost Allocation Plan</b>					
<b>Total Indirect Costs</b>						0.00
<b>TOTAL INDIRECT EXPENSES</b>						0.00

- B3    Attachment B3 - Equipment Inventory Schedule**  
Attachment B3 - Equipment Inventory Schedule
- C      Attachment C - Performance Report Requirements**  
Attachment C - Performance/Progress Report Requirements
- E      Attachment E - Program Requirements**  
Attachment E - Program Specific Requirements



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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** Executive Committee  
**FOR MEETING DATE:** September 21, 2022  
**SUBJECT:** Octagon Building – Contract Amendment

**SUMMARY OF ITEM TO BE PRESENTED:**

The Veterans Serving Veterans Organization has asked the board to amend the current agreement and to extend their time allotted to remove the Octagon building from the fairgrounds to the end of 2022.

**RECOMMENDATION:**

The Executive Committee forwards a recommendation to the full board to approve amending the agreement by extending the agreement through the end of 2022.

**Amendment to Agreement for Purchase and Sale of the Octagon Building dated August 5, 2022**

The agreement between the County of Wexford and Veterans Serving Veterans, Inc. of P.O. Box 634, Cadillac, MI 49601, is modified under Article III as follows:

This Agreement shall become effective on the date in which it is fully signed by the Chair of the Wexford County Board of Commissioners, the Purchaser, and the Fair Board, and shall remain in effect **until December 31 ,2022.**

Except as modified above, the agreement signed by the Wexford County Board Chairman on August 5, 2020, remains in full force and effect.

The undersigned certify that they are duly authorized to sign this modification on behalf of their respective parties.

Witness: \_\_\_\_\_ Date: \_\_\_\_\_ County of Wexford Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Gary Taylor, Chairman  
Wexford County Board of Commissioners

Witness: \_\_\_\_\_ Date: \_\_\_\_\_ Purchaser: Veterans Serving Veterans, Inc. Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) \_\_\_\_\_ (Print Name & Title)

Witness: \_\_\_\_\_ Date: \_\_\_\_\_ The Northern District Fair Association Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) Larry Walsh, Northern District Fair Board President



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



LIESL EICHLER CLARK  
DIRECTOR

August 18, 2022

**L.1.**

Vicky Garon  
Wexford County Landfill, LLC  
P.O. Box 1030  
Kalkaska, Michigan 49646

Dear Vicky Garon:

SUBJECT: Perpetual Care Fund (PCF); Solid Waste Surcharge; and Annual Solid Waste Receipt Report (Annual Report) Fiscal Year (FY) 2021; Wexford County Landfill, LLC (Wexford); Waste Data System Number 470336

The Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (MMD), has evaluated the following information for the above-subject facility:

1. The PCF account balance at the close of FY 2021, as required by Section 11525 of Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 115). The PCF account balance should be reflective of the amount of solid waste disposed of in the landfill after June 17, 1990.
2. Solid waste surcharge payments for FY 2021, as required by Section 11525a of Part 115. The solid waste surcharge payment is related to the amount of solid waste disposed of in the landfill and the first payments into the solid waste surcharge program began in January 2004.
3. The Annual Report information for FY 2021. The Annual Report, which is required under Section 11507a of Part 115, documents the amounts, types, and origins of solid waste disposed during the reported fiscal year, and is reviewed by the MMD to ensure that the landfill owner/operator is complying with applicable county solid waste management plans (County Plans). Also, note that throughout the remainder of this letter the Annual Report is now part of and referred to as Re-TRAC Connect Michigan Solid Waste Authorization Program (Re-TRAC). Disposal capacity comparison reported in Re-TRAC for FY 2021, as required under Section 11507a of Part 115, in relation to the permitted capacity at the landfill.

The purpose of this evaluation is to ensure that all the above information, as supplied by the landfill in Re-TRAC is consistent and that the respective statutory requirements are being met.

The results of this evaluation are described further in this letter. Please respond in writing to this evaluation by September 19, 2022, indicating Wexford's agreement or reasons for disagreement with the evaluation results, and, where there is agreement on identified problem areas, explain what Wexford will do to address them.

Wexford may submit documentation in support of its position regarding the evaluation. All available information will be used by EGLE to reevaluate the compliance status of Wexford with the requirements addressed in this letter.

### **PCF Account Balance**

Section 11525 of Part 115 requires facilities to increase the amount of the PCF based on solid waste disposed at the landfill as of the end of the state fiscal year and make that deposit within 30 days after the end of each state fiscal year. This audit letter is for the period from October 1, 2020, through September 30, 2021, and those payments were due by October 30, 2021. Therefore, at this time, your PCF should be fully funded. Wexford disposed 753,671.71 cubic yards of waste requiring a deposit of \$188,417.93; a total balance of \$2,506,000. The current balance is \$2,374,079.60. \$131,920.40 should be deposited to the PCF account to meet Part 115 requirements. Please see enclosed PCF Balance Worksheet.

### **Solid Waste Surcharge Payments**

Wexford is required to make quarterly solid waste surcharge payments of \$0.12 per cubic yard of solid waste disposed for the period. An evaluation of Re-TRAC shows that Wexford has overpaid due to the change in conversion factors in the 1<sup>st</sup> and 2<sup>nd</sup> quarters FY 2021. Specifically, Wexford reported disposing 753,671.71 cubic yards for a total solid waste surcharge amount due of \$90,440.61; however, Wexford paid \$91,163.82 for a difference of **(\$723.21)**. Wexford may deduct \$723.21 from their next quarterly surcharge payment.

<b>FY</b>	<b>Waste Volume</b>	<b>Surcharge Payment Due</b>	<b>Amount Paid</b>	<b>Difference</b>
<b>2021</b>	<b>753,671.71</b>	<b>\$90,440.61</b>	<b>\$91,163.82</b>	<b>(\$723.21)</b>

### **County Plans**

Sections 11513 and 11538(6) of Part 115 prohibit a disposal area in Michigan from accepting solid waste generated in a Michigan county other than the county where the disposal area is located, unless acceptance of that waste is explicitly authorized in the approved county plan of both the county where the waste is generated and the county where the disposal occurs. In addition, many County Plans impose additional conditions or limitations on the acceptance of solid waste from other Michigan counties.


For the reporting period of October 1, 2020, through September 30, 2021, Re-TRAC indicates that Wexford may have accepted solid waste that may not have been authorized for disposal at the landfill by applicable county plans. Specifically, Wexford, which is located in Wexford County, accepted 2,300 cubic yards of waste from Clare County. The Wexford County Plan authorizes waste imports from Clare County, the Clare County Plan does not authorize this transfer. Wexford accepted 648 cubic yards of waste from Oscoda County. Neither the Wexford nor Oscoda County Plan authorizes this waste transfer.

### **Capacity**

Section 11507a of Part 115 requires each landfill to provide the amount of remaining disposal capacity at the landfill. Remaining disposal capacity is calculated as the permitted capacity less waste in place for any area that has been constructed and is not yet closed plus the permitted capacity for each area that has a permit for construction under Part 115 but has not yet been constructed. A review of the permitted capacity at the landfill provided matches EGLE records and no further action is required.

We appreciate your efforts to provide consistent information and to meet the requirements evaluated herein. Should you have any questions regarding the PCF, Re-TRAC, or Solid Waste Surcharge please contact Katriena Guilmette, Solid Waste Section (SWS), MMD, at 517-388-0293 or GuilmetteK@Michigan.gov; if you have any questions regarding the County Plan information, please contact Carlie Money, Sustainable Materials Management Unit, SWS, MMD, at 517-897-4805 or MoneyC@Michigan.gov; or if you have any questions regarding the Capacity information, please contact Margie Ring, SWS, MMD, at 517-290-6125 or RingM@Michigan.gov; or you may contact them at EGLE, P.O. Box 30241, Lansing, Michigan 48909-7741.

Sincerely,



Rhonda S. Oyer, Manager  
Solid Waste Section  
Materials Management Division  
517-897-1395

### **Enclosure**

cc: Janet Koch, Wexford County  
Phil Roycraft, EGLE-Cadillac  
Margie Ring, EGLE  
Carlie Money/Facility File, EGLE  
Katriena Guilmette/PCF File, EGLE

**PCF Balance Worksheet**  
**Wexford County Landfill, LLC**  
**WDS 470336**

<b>FY</b>	<b>Waste Volume, yd<sup>3</sup></b>	<b>Calculated Maximum Payment (yd<sup>3</sup> x \$0.25)*</b>	<b>Calculated Maximum Balance**</b>	<b>Statutory Maximum Balance @ June of FY</b>	<b>Actual Balance @ End of FY</b>	<b>Underfunded Amount***</b>
1996	215,027.00	\$53,756.75		\$1,156,000		
1997	210,707.00	\$52,676.75		\$1,189,524		
1998	217,934.00	\$54,483.50		\$1,222,830	\$519,803.00	
1999	240,207.00	\$60,051.75	\$579,854.75	\$1,239,950	\$608,475.00	-\$28,620.25
2000	279,911.00	\$69,977.75	\$678,452.75	\$1,291,000	\$701,171.00	-\$22,718.25
2001	294,814.00	\$73,703.50	\$774,874.50	\$1,308,000	\$810,899.00	-\$36,024.50
2002	294,032.00	\$73,508.00	\$884,407.00	\$1,325,000	\$899,651.00	-\$15,244.00
2003	303,112.00	\$75,778.00	\$975,429.00	\$1,380,650	\$992,726.00	-\$17,297.00
2004	284,429.00	\$71,107.25	\$1,063,833.25	\$1,409,000	\$1,075,003.00	-\$11,169.75
2005	308,015.00	\$77,003.75	\$1,152,006.75	\$1,566,000	\$1,157,927.00	-\$5,920.25
2006	236,702.00	\$59,175.50	\$1,217,102.50	\$1,639,000	\$1,317,722.00	-\$100,619.50
2007	215,766.00	\$53,941.50	\$1,371,663.50	\$1,700,000	\$1,440,482.00	-\$68,818.50
2008	182,022.00	\$45,505.50	\$1,485,987.50	\$1,789,000	\$1,555,956.63	-\$69,969.13
2009	125,803.00	\$31,450.75	\$1,587,407.38	\$1,805,000	\$1,600,768.01	-\$13,360.63
2010	125,256.00	\$31,314.00	\$1,632,082.01	\$1,878,500	\$1,628,780.00	\$3,302.01
2011	143,679.00	\$35,919.75	\$1,664,699.75	\$1,962,000	\$1,672,655.71	-\$7,955.96
2012	485,335.00	\$121,333.75	\$1,793,989.46	\$2,045,000	\$1,786,733.00	\$7,256.46
2013	538,710.00	\$134,677.50	\$1,921,410.50	\$2,078,000	\$1,914,736.12	\$6,674.38
2014	594,424.00	\$148,606.00	\$2,063,342.12	\$2,106,000	\$2,076,663.00	-\$13,320.88
2015	674,513.00	\$168,628.25	\$2,245,291.25	\$2,118,000	\$2,252,158.52	-\$134,158.52
2016	629,914.40	\$157,478.60	\$2,409,637.12	\$2,112,000	\$2,253,669.67	-\$141,669.67
2017	662,495.90	\$165,623.98	\$2,419,293.65	\$2,173,000	\$2,265,202.81	-\$92,202.81
2018	669,525.80	\$167,381.45	\$2,432,584.26	\$2,257,000	\$2,295,752.42	-\$38,752.42
2019	705,354.30	\$176,338.58	\$2,472,091.00	\$2,351,000	\$2,346,528.35	\$4,471.65
2020	794,444.80	\$198,611.20	\$2,545,139.55	\$2,351,000	\$2,373,741.76	-\$22,741.76
2021	753,671.71	\$188,417.93	\$2,562,159.69	\$2,506,000	\$2,374,079.60	\$131,920.40

\* Before consideration of the statutory maximum required balance.

\*\* Before consideration of the statutory maximum required balance. The first amount in this column is calculated by adding the Calculated Maximum Payment to the Actual Balance @ End of FY for the previous FY. Subsequent amounts are calculated by adding the Calculated Maximum Payment to the Calculated Maximum Balance for the previous FY.

\*\*\* Underfunded amount is the Calculated Maximum Balance minus the Actual Balance @ End of FY, unless the Calculated Maximum Balance is greater than the Statutory Maximum Balance @ June of FY, then the Underfunded Amount is the Statutory Maximum Balance @ June of FY minus the Actual Balance @ End of FY. This annual amount is a minimum underfunded amount, because it may not include interest and other earnings, which cannot be used to offset the statutory deposit obligations.

This worksheet is intended to evaluate perpetual care funds required under MCL 324.11525 using data submitted by the landfill and the financial institution for the perpetual care fund. While perpetual care fund requirements became effective in 1990, waste volume data was not required to be submitted until 1996. Therefore, calculations in the worksheet begin with the first available data on waste volumes, and may not reflect required payments and balances for prior periods.