



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, November 2, 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 COMMENT
Designated for topics on the agenda only.
- 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 October 19, 2022 Regular Meeting Minutes 1
- J. AGENDA ITEMS
 - 1. 911 Director Wage Increase (HR/PS 10/25/2022 & Finance 10/26/2022)6
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 - 12. Resolution 22-23 to Ratify the TA for the POAM Non-312 Dispatch Contract75
 - 13. Health Insurance Rates for 202377
- K. ADMINISTRATOR'S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, October 19, 2022

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

Roll Call: Present- Commissioners Mike Musta, Ben Townsend, Kathy Adams, Michael Bush, Jason Baughan, Brian Potter and Gary Taylor.

Absent- Commissioner Joe Hurlburt and Julie Theobald.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Added J9- Apportionment Report

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Bush to approve the agenda, as amended.

All in Favor.

Employee Recognition- *None.*

Presentation and Reports- *None.*

Public Comment-

Angela Janovich, owner of Spruce Hollow Campground informed the Board that any taxation being done is an act of treason and a form of slavery. She mentioned the Free De Jore Constitution is the law of the land that we should be following. She is currently working with the Benzie County Sheriff to bring Governor Whitmer up on charges of treason. She has attempted to contact Sheriff Taylor, but he is not responding. She noted she is anti incorporation and here for the republic.

Joel Sheltrown, 36th Senate District Candidate, introduced himself to the Board. He explained that he was a Vietnam veteran. He was attending college at Western Michigan University when the war was being fought, but he chose to forgo his deferment and enlist. He was a previously state representative and highlighted some of his successes while doing so.

Consent Agenda

1. Approval of the October 5, 2022 Regular Meeting Minutes

MOTION by Comm Musta, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Deputy Cadet Sponsorship

MOTION by Comm Townsend, seconded by Comm Adams to approve sponsorship of three deputy cadets to the Winter Police Academy.

Rick Doebling, Undersheriff, thanked the Board for their support. Since the initial discussion, they have discovered that another deputy is going to be leaving. They have changed their request to send a third person. Governor Whitmer just signed a bill to allow funding for candidates attending the police academy.

Commissioner Potter asked if that funding could be used towards current cadets. Mr. Doebling stated it could not.

Roll Call: Motion approved 7-0.

2. Ease Benefit Administration System Agreement

MOTION by Comm Adams, seconded by Comm Bush to approve the agreement of mutual understanding with Benefit Profiles Inc., and authorize the Chairman to sign.

Roll Call: Motion passed 7-0.

3. Catholic Human Services MOU

MOTION by Comm Adams, seconded by Comm Musta to approve the MOU with Catholic Human Services and authorize the Chairman to sign.

Roll Call: Motion passed 7-0.

4. Central Dispatch Vehicle Purchase

MOTION by Comm Potter, seconded by Comm Baughan to approve the purchase of the 2020 GMC pickup, with payment to come from the Central Dispatch 2022 Budget.

Roll Call: Motion passed 7-0.

5. Sheriff Department Vehicle Purchase

MOTION by Comm Musta, seconded by Comm Adams to approve the purchase of a patrol vehicle, with payment to come from the 2022 PIC Fund.

Commissioner Bush questioned how many vehicles the Sheriff's Department is down. Undersheriff Doebling explained they are down one vehicle. The budget closed for 2021 before this vehicle was ready.

Commissioner Potter asked if the vehicle has been received yet. Mr. Doebling explained that the dealership is requiring payment before receiving the vehicle.

Roll Call: Motion passed 7-0.

6. MERS Employee Contribution Corrections

MOTION by Comm Buaghan, seconded by Comm Adams to approve a payment to MERS in the amount of \$6,696.79, to correct two employee contributions and match the MERS adoption agreements.

Roll Call: Motion passed 7-0.

7. FY23 P.A. 511 Community Corrections Grant Agreement

MOTION by Comm Adams, seconded by Comm Musta to approve and authorize the Chairman to sign the FY2023 P.A. 511 Community Corrections Grant Agreement.

Roll Call: Motion passed unanimously.

8. Fiscal Year 2023 Proposed Budget

Administrator Porterfield hoped to have printed budgets out by the first of the week. He was going to send the budget to Corinna, the county accountant, for her to review and double check. After that he will begin to discuss budgets with Department Heads for any adjustments that need to be made.

9. Apportionment Report

MOTION by Comm Musta, seconded by Comm Bush to approve the Apportionment Reports and authorize, Mr. Joe Porterfield, Equalization Director, to sign the Certification Statement on behalf of the County.

Administrator Porterfield explained that this was something that is done each year to make sure the local townships and cities have properly approved millages.

Roll Call: Motion passed unanimously.

Administrator's Report-

Joe Porterfield is busy working on the budget and buying and selling property. He did attend the Spectrum groundbreaking ceremony in Harrietta. One of the Transition Houses has been sold. The other one should be sold soon. He also informed the Board that the private owner of the property did accept the offer made.

Jami Bigger thanked the Board for approving the Ease program.

Correspondence-

1. Charter/Spectrum Broadband Expansion

Public Comments-

Angela Janovich stated she felt that her words were falling on deaf ears. Taxes are illegal and unlawful. She supports the law of the land. She noted that the Biden Administration is taking authority from the Asian policy that the Trump administration pulled out of. She commented that House Bill 937 is trying to get back to common law. She asked the Board to look at the constitution and to decide on which side they fall.

Joel Sheltroun wanted the Board to know that if he were elected, he would be adding an office in Cadillac. He planned to eliminate a staff position and create a business liaison position to be a direct line of communication.

Rick Doebling wanted to let the Board know they have hired a certified officer to work at the front door. It will be a non-union full time position. There is a Letter of Understanding with the Union that they are able to keep that position separate until 2024 at least.

Liaison Reports-

Comm Bush attended a CAMA meeting.

Comm Baughan attended a Wexford County School Safety Meeting with local schools, law enforcement, dispatch, fire departments and CMH.

Comm Townsend attended a library meeting. He also attended an airport meeting where the interim manager is resigning.

Comm Taylor attended a Fair Board, Counsel on Aging and Conservation District.

Board Comments-

Comm Potter requested that for future agendas the first public comment being only comments related to agenda items only, and the second comment be general comments.

Chairman's Comments-

Comm Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Bush, seconded by Comm Potter to adjourn at 4:29 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/PS and Finance Committee
FOR MEETING DATE: November 2, 2022
SUBJECT: 911 Director Wage Increase

SUMMARY OF ITEM TO BE PRESENTED:

Requesting wage increase of \$5,849.60 for 911 Director full funded by the 911 budget. Previous budgeted salary of \$62,150.40; new proposed salary of 2023 is \$68,000.00. The wage increase is within the 911 budget and will not affect the general fund. This increase will bring the Director's wage comparable to surrounding counties 911 centers. Salary wage increase to take effect January 1, 2023.

RECOMMENDATION:

The Human Resources / Public Safety and Finance Committee forward a recommendation to the full board to approve increasing the 911 Director's wages in the amount of \$5,849.60, effective January 1, 2023.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/PS and Finance Committee
FOR MEETING DATE: November 2, 2022
SUBJECT: 911 Deputy Director Position

SUMMARY OF ITEM TO BE PRESENTED:

Requesting the current 911 Deputy Director position be moved from part-time to full time. The position for Full Time Deputy Director is within the 911 budget and is planned for the 2023 budget. No monies will be needed from the general fund to cover this position. The Deputy Director position has become more and more time consuming, from the changing technology and technology maintenance required to run the 911 center efficiently requires more attention and dedication to the office. The current Deputy Director has done a great job with managing both the Emergency Management Coordinator and 911 Deputy Director duties, but as times change, and the outlook for continued changes, it would be beneficial for this position to be full time this would allow the Deputy Director's focus to be 100% on the 911 center and its daily operations. The 911 center has been making steady positive changes and looks forward to continuing the positive changes to better serve Wexford County.

RECOMMENDATION:

The Human Resources / Public Safety and Finance Committee forward a recommendation to the full board to approve making the Deputy 911 Director full-time and reclassifying to an M3 nonunion wage level, effective January 1, 2023.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/PS and Finance Committee
FOR MEETING DATE: November 2, 2022
SUBJECT: Maintenance Worker/Custodian Position

SUMMARY OF ITEM TO BE PRESENTED:

With the increase of maintenance requests and work needed to be done on the grounds of the Courthouse, Lake St. location and Sheriff's Office, the Maintenance Director is requesting his part-time Maintenance Worker/Custodian be moved to full-time status effective January 1, 2023.

Approving this request would increase the Maintenance Department's budget by \$38,430.

RECOMMENDATION:

The Human Resources/Public Safety Committee forwards a recommendation to the full board to approve the Maintenance Worker/Custodian Position to be a full-time position, effective January 1, 2023.

Proposed Budget for 2023
COA BOARD Finalized Budget as of 10/18/22

For the Year Ended December 31, 2023

	2022 Approved Budget	Proposed 2023 Budget
Local Revenues		
Millage	1,064,400	1,120,000
Reimbursement	0	0
Contributions	7,500	20,000
Silver Care	49,297	82,884
Senior Expo	13,100	13,100
Cost Share	76,866	227,594
Veteran's Home Care	0	2,500
MMAP/MIPPA	31,000	25,000
Veteran's Admin.	9,297	0
Advertisement	4,020	5,520
Interest	5,000	5,000
COA Foot Clinics	3,368	0
Clinic Foot Care	5,280	15,000
Other Local Revenues	500	1,000
SNAG IN/OUT Not Budgeted	500	0
Total Local Revenues	1,270,128	1,517,598
State Revenues		
AAA Medicaid Waiver	50,544	30,000
NHC Medicaid Waiver	0	18,144
AAA Care Management	76,816	70,632
DHHS	52,131	55,422
NLCMH ADC Grant	0	0
AAA ADC Grant	13,000	30,000
MOW Srvs Assmnts	5,922	7,392
Other State Revenue	100	100
Total State Revenue	198,513	211,690
Transfer from Depr. Reserve	0	55,048
Transfer from Fund Balance	74,845	187,567
1x Transfer Covid Relief Monies	250,000	
Total Revenues	1,792,986	1,971,903
Expenditures		
Program Salaries & Wages	844,342	1,064,182
Executive Wages	68,867	73,000
Social Security Tax	53,566	70,565
Medicare Tax	12,528	16,503
Unemployment Tax	9,405	9,690
Employee Benefits		
Health Insurance	57,390	112,486
HRA	12,000	5,000
Retirement Employer 2%	18,291	20,105
Cell Phone	7,920	5,760
Performance Raise of 1%)	31,886	11,216
\$2.35/hr Non	41,712	71,471
Worker's Compensation Ins.	15,500	29,346
Contracted Srvs (Sn Plowing)	51,000	55,000
Contracted Srvs (Lawn Care)	41,500	0
Contracted Srvs (MOW DB)	0	0
RFP	95,188	99,852
Contracted Srvs (Sr. Companion)		
Contracted Srvs (MOW)		

Proposed Budget for 2023
COA BOARD Finalized Budget as of 10/18/22

For the Year Ended December 31, 2023

	2022 Approved Budget	Proposed 2023 Budget
Contracted Srvs. (Manton Sr)		
Contracted Srvs (Cadillac Sr)		
COA Client Emergency Fund		
Professional Fees		
Tasc Claim Fees & Admin	892	900
CIC Benefit Fees	1,692	1,560
Occupational Injury Claims	500	500
BCB Audit	8,000	8,500
Retirement Admin Fees	4,950	0
Recruit/Emp Fees	5,800	3,000
Office Supplies - COA	10,000	7,500
Office Supplies - DayBreak		1,000
Food Supplies DayBreak	1,500	2,056
COA	10,531	7,500
Janitorial/Operating Supplies DB		3,860
Sr. Expo	8,500	8,500
Liability Insurance & Bonds COA	12,361	12,361
Liability Insurance & Bonds DB		4,322
Automobile Insurance	0	0
COA	10,926	7,201
DB		2,970
Postage COA	7,500	7,500
Postage DB		500
Software Srv Fees	4,524	3,500
COA Utilities - Electric	4,014	4,579
COA Utilities - Haring Water	235	240
COA Utilities - Natural Gas	4,777	3,800
COA Utilities - Trash Removal	888	986
DB Utilities - Electric	986	1,173
DB Utilities - Water & Sewer	686	300
DB Utilities - Natural Gas	1,000	1,030
DB Utilities - Trash Srv	425	425
Day Break Automobile Fuel	0	0
Lease Expense	7,500	7,500
DB Repairs & Maint.	5,000	36,600
& Maint.	8,000	39,500
Indoor Cleaning & Maint	4,500	4,500
Outdoor Maint.	6,000	6,000
Dues & Subscriptions COA	1,436	500
Dues & Subscriptions DB		379
Marketing & Publicity COA	2,500	9,500
Marketing & Publicity DB		1,000
Bad Debt Expense	500	500
Mileage - Homecare & Admin	45,000	50,000
Conf.)	1,000	500
Continuing Education	2,500	2,500
Staff Training & Recognition	500	500
Depreciation/Equipment	17,385	17,385
Special Projects		
Volunteer Transport (CWTA)	20,000	20,000
P.E.R.S. & Med Box	4,000	4,000
Sign Project	100	100
Future Specialty Program	218,114	
Hearing Aids Assistance		
Dental Assistance		

Proposed Budget for 2023
COA BOARD Finalized Budget as of 10/18/22

For the Year Ended December 31, 2023		
	2022 Approved Budget	Proposed 2023 Budget
Small Home Repairs Assist		
Marketing Plan		
Feeding American 1x		1,000
item IN/OUT \$5,000		0
Miscellaneous Expense	5,000	5,000
Cash Reserve Account		25,000
Total Expenditures	1,810,816	1,971,904
Assets	(17,830)	0



J.5.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

September 19, 2022

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2022 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed **Subrecipient Checklist** to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2022 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than November 18, 2022**. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Capt. Kevin Sweeney, Commander
Emergency Management and
Homeland Security Division

SUBRECIPIENT CHECKLIST

FY 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) GRANT AGREEMENT

CFDA No: 97.042

Email the following items to: LounsberryP@michigan.gov

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- ☐ 1. Grant Agreement
 - ☐ 2. Subrecipient Risk Assessment Certification
 - ☐ 3. Standard Assurances
 - ☐ 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - ☐ 5. Audit Certification (EMD-053)
 - ☐ 6. Request for Taxpayer Identification Number and Certification (W-9)
-

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits audit copy to: Michigan Department of State Police, Grants and Community Services Division, PO Box 30634, Lansing, Michigan 48909.**

**For GRANT AGREEMENT QUESTIONS, PLEASE CONTACT PAUL LOUNSBERRY
AT 517-256-3920 OR LOUNSBERRYP@MICHIGAN.GOV**

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTING
County of Wexford	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6007337	EMC-2022-EP-00001	8/23/2022
SUBRECIPIENT UEI	SUBAWARD PERFORMANCE PERIOD	FROM TO
ELBVKK7YL1T1		10/1/2021 9/30/2022
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$30,029.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$30,029.00
None on file	Total Amount of Federal Award	\$30,029.00
FEDERAL AWARD PROJECT DESCRIPTION		
2022 Emergency Management Performance Grants (EMPG)		
DETAILS		
The 2022 EMPG allocation is 40.29% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.		
FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan FY 2022 Emergency Management Performance Grant Grant Agreement

October 1, 2021 to September 30, 2022

Assistance Listing: 97.042 Grant Number: EMC-2022-EP-00001

This Fiscal Year (FY) 2022 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF WEXFORD
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2022 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2022 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2022 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2022 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2022 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2022*, (Pub. L. No. 117-103); *Disaster Relief Supplemental Appropriations Act, 2022*, Pub. L. No. 117-43 (2021).

The Subrecipient agrees to comply with all FY 2022 EMPG program requirements in accordance with the FY 2022 EMPG NOFO, and the FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2022 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2022 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. FEMA Policy #108-023-1 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

- A. The **County of Wexford** is awarded **\$30,029.00** or 40.29% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2022 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2022 EMPG covers eligible costs from October 1, 2021, to September 30, 2022. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for other allowable organization costs.** No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2022 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2022 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook and work agreement.

The EMPG programs are required to complete a quarterly training and exercise report identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2022 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2022 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2022 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification.
 - 2. Standard Assurances.
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.
 - 4. Audit Certification (EMD-053).
 - 5. Request for Taxpayer Identification Number and Certification (W-9).
 - 6. Other documents that may be required by federal or state officials.
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2022 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2022 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier (UEI) through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions*

located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2022 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2022 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2022 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required

authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2022 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.

- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2021, to September 30, 2022. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement,

except with prior written approval. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

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

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be

familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient UEI

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney,

Printed Name

Commander, Emergency Management
and Homeland Security Division

Title



September 13, 2022

Signature

Date



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	UEI:
Questions		
<p>1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?</p> <p> <input type="checkbox"/> No grants <input type="checkbox"/> 1-3 grants <input type="checkbox"/> 4-5 grants <input type="checkbox"/> 6+ grants </p> <p>2. What percentage of your grant management staff has fewer than 2 years of grant experience?</p> <p> <input type="checkbox"/> 0-25% of staff <input type="checkbox"/> 26-50% of staff <input type="checkbox"/> 51-75% of staff <input type="checkbox"/> 76-100% of staff </p> <p>3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?</p> <p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? (Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)</p> <p> <input type="checkbox"/> Never Audited or No <input type="checkbox"/> Unsupported costs (lack of documentation) <input type="checkbox"/> Unreasonable use of funds <input type="checkbox"/> Questioned costs or required to return funds </p> <p>5. Does your agency have staff primarily dedicated (>50%) to grants management activities?</p> <p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
Certification		
<p><i>I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.</i></p>		
Authorized Representative Signature:		Date:
Authorized Representative Printed Name:		Title:
Point of Contact Printed Name:	Title:	Email:



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It 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.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) 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 the Department of Justice 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 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (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 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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—

(1) 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;

(g) 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.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend \$750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients **MUST** submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name		CFDA Number	
II. Subrecipient Information			
Subrecipient Name			
Street Address		City	State ZIP Code
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: _____ to _____.			
<input type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative			Date

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

Submit this completed audit certification form and return with your grant agreement to:

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement Articles Applicable to Subrecipients Fiscal Year 2022 Emergency Management Performance Grants

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 U.S. Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - General Acknowledgment and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Subrecipients must submit timely, complete, and accurate reports to the recipient and maintain appropriate backup documentation to support the reports.

IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article III - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article IV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article V - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all

components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

(a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) Applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

Article VI - Environmental Planning and Historic Preservation (EHP) Review

The DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws.

The DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered the subrecipient will immediately cease work in that area and notify the recipient, if applicable, and DHS/FEMA.

Article VII - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its

inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article VIII - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article IX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article X - Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the Subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XII - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order (EO) 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing EO 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XV - Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits Subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude Subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVII - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits Subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. The DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources, respectively.

Article XX - Civil Rights Act of 1964, Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XXI - Hotel and Motel Fire Safety Act of 1990

Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article XXIII - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXIV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXV - Terrorist Financing

Subrecipients must comply with EO 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XXVI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

Article XXVII - Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXVIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Article XXIX - Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXX - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the Subrecipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXIV - Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXXV - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

The DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXVII - USA PATRIOT Act of 2001

Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article XXXVIII - Non-Supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXIX - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XL - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLI - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XLII - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIII - Federal Debt Status

All Subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XLIV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XLVI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.



Office of
Kristi Nottingham
Wexford County Treasurer

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Cadillac, Michigan 49601
(231) 779-9475
www.wexfordcounty.org

J.6.

Tiffany March, Chief Deputy
Ginette Haines, PA 123 Admin
Lori Nix, Deputy
Amy Haywood, Deputy

October 26, 2022

Request to increase fees collected by local townships and veterinary offices for the sale of dog licenses.

Current fee collected: \$1.50 per license sold

Proposed changes for fee collected:

- 1-year license: \$3.00 per license
- 3-year license: \$9.00 per license

Fees would go into effect for the 2023 dog licenses sold.

This request comes after the increases to the cost of licenses in 2022 with the new dog licensing system.
This would increase the fee by \$1.50 per license.

GRANT NO E20230116-00

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
Wexford County

GRANTEE/ADDRESS:

Name: Gary Taylor
Title: Chair, Board of County Commissioners
Address: 437 E. Division Street, Cadillac, MI 49601
Phone: (231) 779-9453

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
611 W. Ottawa St.
Lansing, MI 48933
(517) 657-3060

GRANT PERIOD:

From: 10/01/2022 to 09/30/2023

TOTAL AUTHORIZED BUDGET: \$1,267,214.70

State Grant Contribution: \$1,119,162.50

Local Share Contribution: \$148,052.20

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0048507

GRANT

This is Grant # E20230116-00 between the Michigan Indigent Defense Commission (Grantor), and Wexford County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA on May 22, 2017 and October 28, 2021, and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically Standards 1 through 5. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
 - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
 - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$1,119,162.50 (One Million One Hundred Nineteen Thousand One Hundred Sixty Two and 50/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2022, will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2023

25% disbursement – April 15, 2023

25% disbursement – July 15, 2023 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/22 - 12/31/22 – January 31, 2023

2nd FSR and compliance report for 1/1/23 - 3/31/23 – April 30, 2023

3rd FSR and compliance report for 4/1/23 - 6/30/23 – July 31, 2023

Final FSR and compliance report for 7/1/23 - 9/30/23 – October 31, 2023

1.5 Monitoring and Reporting Program Performance

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with Standards 1-5, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

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

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

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

2.8 Competitive Bidding

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

3.0 Liability

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

3.1 Safety

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

3.2 Indemnification

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

3.4 Conflicts and Ethics

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

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

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

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

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

4.1 Illegal Influence

Grantee certifies, to the best of its knowledge and belief that:

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

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

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

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

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

5.0 Severability

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

5.1 Signatories

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

Signature:

,

Date:

Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Signature:

,

Date:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Signature:

Representative: ,

Date:

Funding Unit: Wexford County

GRANT NO. E20230116-00



Michigan Department of Natural Resources
Law Enforcement Division / Parks and Recreation Division

FY 2023 SNOWMOBILE LAW ENFORCEMENT PROGRAM GRANT AGREEMENT

Issued by authority of part 821 Snowmobiles, 1994 PA 451, as amended.

This Agreement is between the Department of Natural Resources for and on behalf of the State of Michigan (DEPARTMENT) and Wexford County
Federal Tax Identification Number 38-6007337 (GRANTEE).

1. The Agreement period is **October 1, 2022** through **April 30, 2023**.
2. The GRANTEE has been approved by the DEPARTMENT to receive Snowmobile Law Enforcement funding for the following scope of work:
 - a. Snowmobile law enforcement and related activities with emphasis on the state-designated snowmobile trail system and other public land. This funding is not meant to support enforcement of local ordinances.
 - b. Snowmobile law enforcement program operating expenses.
 - c. Contractual services, supplies and materials (CSS&M), including purchase of personal gear, such as boots, gloves, goggles, uniforms, and first aid kits; purchase of parts for equipment used in the program and cost of labor for installation or repair work; purchase of electronics and associated items costing \$1,000 or less each.
 - d. Purchase of the following equipment for snowmobile law enforcement purposes:

None

3. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of snowmobile law enforcement and related activities, operating expenses and CSS&M, but not to exceed
Four Thousand Dollars \$4000
 - b. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of equipment purchased for snowmobile law enforcement purposes and authorized under item 2.d. in this Agreement, but not to exceed
None Dollars \$
4. This Agreement shall be administered on behalf of the DEPARTMENT through Parks and Recreation Division (PRD).

- a. All reports, documents, or actions required of the GRANTEE are to be submitted to PRD, Department of Natural Resources, PO Box 30257, Lansing, MI 48909-7757.
- b. The GRANTEE'S contact for this grant is:

Name Richard Denison Title Lieutenant

Address 1015 Lincoln St

City, State, ZIP Cadillac MI 49601

Telephone No. 231 779 9216 Fax No. 231 779 0218

E-mail rdenison@wexfordcounty.org

SNOWMOBILE LAW ENFORCEMENT
GRANT AGREEMENT

5. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
6. To receive reimbursement under this Agreement, the GRANTEE shall submit a completed State Aid Voucher (form PR1988-2) along with required documentation of expenditures and an activity report to the DEPARTMENT by **May 31, 2023**.
7. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a) the GRANTEE has signed it and returned it, and
 - b) the DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

Name (Print) _____ Title _____

Signature _____ Date _____

DEPARTMENT OF NATURAL RESOURCES

Name (Print) _____ Title _____

Signature _____ Date _____

Send this completed, signed agreement to:

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PARKS AND RECREATION DIVISION
PROGRAM SERVICES SECTION
PO BOX 30257
LANSING MI 48909-7757**



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

J.9.

TelNet Service Agreement

TelNet Worldwide Quote Prepared for Wexford County Jail

Term: 36 Months

Prepared on: October 6, 2022

Expires on: January 2, 2023
Payment terms: Net 20

Quote Prepared for:

1015 Lincoln St
Cadillac, MI
49601

Quote Prepared by:

Sara Clancy

TelNet Worldwide
Customer Account Manager

P: (248) 485-7083
sclancy@telnetww.com

IP-PRI Bundle

PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
PRI Channel	\$10.00	23	\$230.00	\$0.00
Directory Listing	\$0.00	1	\$0.00	\$0.00
Unlimited Local Rate Plan	\$0.00	23	\$0.00	\$0.00
CNAM-Additional	\$0.00	1	\$0.00	\$0.00
Telephone Number	\$0.15	100	\$15.00	\$0.00
Directory Listing	\$9.50	1	\$9.50	\$0.00
Subtotal:		149	\$254.50	\$0.00

Access Bundle

PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
Access circuit	ICB	1	\$0.00	\$0.00
Subtotal:		1	\$0.00	\$0.00

Digital Fax Bundle

PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
Digital Fax	\$7.95	7	\$55.65	\$0.00
Fax Number	\$0.00	7	\$0.00	\$0.00



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Fax Pages	\$0.00	7	\$0.00	\$0.00
User Account	\$0.00	7	\$0.00	\$0.00
Telephone Number	\$0.00	2	\$0.00	\$0.00
Digital Fax Bridge (Subscription)	\$20.00	2	\$40.00	\$0.00
Digital Fax Bridge (Subscription)	\$20.00	6	\$120.00	\$0.00
Digital Fax	\$7.95	6	\$47.70	\$0.00
Fax Number	\$0.00	6	\$0.00	\$0.00
Fax Pages	\$0.00	6	\$0.00	\$0.00
User Account	\$0.00	6	\$0.00	\$0.00
Subtotal:		62	\$263.35	\$0.00

FXS Bundle				
PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
FXS Line	\$10.00	4	\$40.00	\$0.00
Telephone Number	\$1.00	4	\$4.00	\$0.00
Domestic LD Metered Rate Plan	\$0.00	4	\$0.00	\$0.00
Subtotal:		12	\$44.00	\$0.00

MONTHLY TOTAL:	NON RECURRING TOTAL:
\$561.85	\$0.00



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 Madison Heights, MI 48071

Rates will only apply to the services that have been purchased

FXS Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate

IP PRI Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate

MS Teams Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate

Digital Fax Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate



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 Madison Heights, MI 48071

Unless specified, prices do not include shipping charges, regulatory fees, applicable taxes, administrative/service fees, professional services, or other time and material charges. For additional terms and conditions go to www.telnetww.com.

Business POTS (Plain Old Telephone Service) is a no-term, month to month service; rates subject to change with prior notification. High volume broadcast faxing is prohibited on the Digital Fax service offering, if excessive use is detected, TelNet reserves the right, at its sole discretion, to change or modify the pricing structure. A \$1 E911 Enabled Fee may be charged per Telephone Number provisioned with E911 services.

With Mobile Client, features vary by device, settings and quality of signal. When Wi-Fi is not available or cellular usage is selected, phone plan roaming, data and voice usage charges apply. Mobile client calls may drop or lose quality when Wi-Fi or cellular signals are lost or weak. Firewall settings may also impact use. TelNet Worldwide ("TelNet") is not responsible for loss of call quality and/or dropped calls with Mobile Client or any provided wireless or Wi-Fi service.

TelNet Worldwide ("TelNet") will provide two free hours of technical support up to \$240 only after the customer/vendor has reviewed and applied the recommended configurations outlined in the SIP Trunking LAN Requirements. Once the customer/vendor has engaged TelNet Worldwide ("TelNet") for technical support, each additional hour of support beyond the free two hours provided by TelNet Worldwide ("TelNet") will be billed \$120.00 per hour. TelNet Worldwide ("TelNet") will inform the customer/vendor the two hours of free technical support has elapsed and once informed, the customer will have the option to continue or discontinue technical support. Customer/Vendor accepts full responsibility for the billing of additional hours of support.

TelNet Worldwide ("TelNet") will work with the vendor/customer to assist with the proper installation of their equipment by collecting and analyzing traces and log files for proper interoperability. In addition, test calls will be performed to ensure call routing is working properly. However, this support will not include device management, configuration changes, firmware upgrades, factory reset, and or replacement parts to any customer-owned device.

Please note: International calling service is available only when authorized by completing the TelNet International Calling Authorization Form.

Customer initial _____



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

When the term "this Agreement" is used, the term refers to this TelNet Service Agreement and, as found on www.telnetww.com, TelNet's Terms and Conditions ("T&Cs") and all items incorporated in the T&Cs, including those in tariffs, rate guides, TelNet's Acceptable Use Policy, and TelNet's E911 Disclosure Notice and Acknowledgement ("911 Acknowledgement") as applicable. The term "this Agreement" also includes, any attachments, exhibits or appendices to this TelNet Service Agreement, and, if applicable, any Purchase Order Terms and Conditions; Equipment Rental Terms & Conditions and any attachments, exhibits or appendices to these documents. By executing this Agreement, the "Customer" (defined as the party signing below and made a party to this TelNet Service Agreement) is ordering the services set forth in this Agreement. Customer agrees to pay for all services ordered or otherwise used including: taxes, surcharges and fees charged by TelNet, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, as further set forth in this Agreement.

Customer authorizes TelNet to obtain any credit information and/or any customer proprietary network information necessary to provision services and to establish Customer's account, and hereby authorizes the release of such information by any and all third parties to TelNet. Customer understands that number assignments are not guaranteed and cannot be relied on before service is activated. Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNetservices.

Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNetservices.

Term of Agreement

The effective date of this Agreement is the date signed by the last Party to sign this TelNet Service Agreement. However, the date of installation of all services shall determine the end date of the Initial Term of the Agreement. By way of example, if the obligations under this Agreement becomes effective on January 1, and installation is completed February 1, the Initial Term of a one year agreement, would end on January 31 of the following year.

After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year Renewal Terms, unless a written Notice of Termination is received by the other party at least 30 days prior to the expiration of the Initial Term or a Renewal Term. Auto renewal terms do not apply to locations that have special access, coax, T1-based services or third-party fiber connectivity arrangements.

Firm Order Confirmation

A Firm Order Confirmation time-frame varies with each service. Requests other than standard intervals may be subject to an expedite fee. Please be advised that the installation of Fiber typically takes sixty (60) to one hundred twenty (120) days or longer.

Order Cancellation

Cancellation by the Customer after the signature date and before the service available date will result in an Order Cancellation Fee to be paid by the Customer as described in applicable TelNet T&Cs which can be found at www.telnetww.com.

TelNet pricing under this Agreement may be budgetary and is subject to change. In those cases, and at TelNet or our access partners request, a site survey may be performed to verify rates and availability of service after an Order is submitted to our service partners. If TelNet determines that the rates must be adjusted due to additional requirements or expenses, including build-out costs, or that a service is not available, Customer will have the option to accept the adjusted rate or cancel the service without incurring an early termination penalty. If Customer fails to notify TelNet within 14 days of its request to cancel the service, TelNet shall proceed with the adjusted rate and Customer shall be liable for payment under the adjusted rate. In the case of cancellation, Customer will also be liable for any one-time fees assessed by our access partners if the cancellation request is received by TelNet after 30 calendar days of order submission.

Termination

TelNet may terminate this Agreement and the services for Customer's non-payment in accordance with TelNet's general T&Cs, tariffs and rate guides. Upon termination of this Agreement by TelNet for non-payment the customer shall be liable for the payment of all services provided through the date of termination, plus any applicable Termination Fees. TelNet may terminate this Agreement without liability if TelNet determines that it is no longer able to offer a product or service, or the product or service is no longer offered, or in a TelNet tariff or rate guide, in which case the customer will not be liable for any Termination Fees. If Customer terminates this Agreement prior to the expiration of its initial term or renewal term, or if TelNet terminates this Agreement due to non-payment, Customer will owe TelNet the following Termination Fees per applicable service: the monthly recurring charge (MRC) times the remaining number of months of the contract period for the contracted services.

Customer initial _____



TelNet Worldwide
 31700 Research Park Drive
 Madison Heights, MI 48071

General Provisions

This Agreement supersedes any previous Agreements for the same services between TelNet and Customer. Except as otherwise provided herein, any changes to this agreement must be agreed to in writing by the parties. Any changes to this Agreement by Customer without said written approval are null and void at TelNet's discretion. If the Customer wishes to assign this Agreement to a third party, it must first receive TelNet's written consent.

Business Type:

Corporation
 Partnership
 Proprietorship

Federal Tax ID:

Tax Exempt Status (Select all that apply):

None	Exempt Form Signed Date:
Federal Excise	Exempt Form Signed Date:
Federal FUSF	Exempt Form Signed Date:
State	Exempt Form Signed Date:
County	Exempt Form Signed Date:
Local	Exempt Form Signed Date:

(Exemption forms must be provided if you are tax exempt)

By placing Customer's signature in the space provided, Customer agrees to the terms of this Agreement. If ordering Voice over IP ("VoIP") services, Customer furthermore acknowledges that Customer has received and understands the E911 Disclosure Notice and Acknowledgment.

 Authorized Signature

 Date

Jami Bigger

Printed Name

 Title



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

Company: Wexford County Jail

Legal Company Name

Telephone

Address

Headquarter/Parent Company Name (if different from above)

Company Name

Telephone

Address

Billing Contact

Billing Contact Name (First and Last)

Title

Email

Telephone

Onsite Contact

Onsite Contact Name (First and Last)

Title

Email

Telephone

Technical Contact (Data/voice vendor, if applicable)

Technical Contact Name (First and Last)

Title

Email

Telephone

Please complete and return with your order, or fax to 248.485.1090.



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071

TelNet E911 Disclosure Notice and Acknowledgment

This E911 Disclosure Notice and Acknowledgment ("E911 Acknowledgment") is agreed, acknowledged and accepted by TelNet Worldwide Inc. ("TelNet") and its end user customer ("Customer" or "you") in connection with Customer's purchase and use of TelNet Service. All TelNet Service is governed by the Terms and Conditions found at <https://www.telnetww.com/legal> ("Terms and Conditions"). Any capitalized terms not otherwise defined in this E911 Acknowledgment shall have the meanings ascribed to such terms in the Terms and Conditions. In the event of any conflict between this E911 Acknowledgment and the Terms and Conditions, this E911 Acknowledgment shall control.

Section 1 - Emergency Services – VoIP 911 Calling: Comparison with Traditional Landline 911 Services

TelNet provides E911 Service as a component of TelNet's Voice over Internet Protocol ("VoIP") service ("Service"). TelNet's E911 Service enables Customers to communicate with emergency services by dialing 911. When Customer dials 911, the 911 call is routed from TelNet's network to the Public Safety Answering Point ("PSAP") or local emergency service personnel designated for the physical address Customer provided to TelNet at the time of activation of Service (as may be updated by Customer).

However, VoIP E911 Service is different in important ways from traditional landline E911. The Federal Communications Commission ("FCC") requires all VoIP service providers, such as TelNet, to inform their customers of these differences. It is important that you understand how these differences affect your ability to access E911 services. Please carefully read this Notice.

By signing this Notice, you are acknowledging that you understand the following differences associated with VoIP 911 Service:

- A. VoIP E911 service will not function during a power outage or disruption. If there is an interruption in your power or a power surge, when power is restored, your VoIP equipment may need to be reset to reinitiate your VoIP service, including your VoIP 911 and E911 services.
- B. VoIP E911 service will not function if your broadband connection is terminated, interrupted or degraded.
- C. If you disable or damage your VoIP device or equipment, VoIP E911 service calls may not complete.
- D. Unless correctly registered, if your phone number is a phone number typically associated with a geographic area different than the area in which you are using your VoIP device, your 911 call may be routed to an incorrect PSAP and emergency personnel may not be dispatched to the correct location.
- E. If your 911 call cannot be completed, is dropped or disconnected and/or if your VoIP E911 Service is not operational for any reason, and/or if the caller is unable to speak, the PSAP and emergency personnel may not be able to identify your phone number in order to call you back.
- F. If billing issues arise due to delinquent or unpaid invoices or other reasons that result in the suspension or termination of your TelNet VoIP services, the ability to make 911 calls will cease.
- G. Due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing VoIP equipment as compared to traditional 911 dialing over traditional public switched telephone networks.
- H. VoIP E911 Service will not work if you move your VoIP device to a location outside the United States.
- I. If you move your VoIP device to a new location, as explained below, you must register your new location. However, please be advised that it may take a few days for the change in address to be processed. If you move your VoIP device before your new registered location can be processed, your 911 call may be routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location. Please register your new location several days in advance of any move and include the date on which the move will occur.



TelNet Worldwide
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Madison Heights, MI 48071

Section 2 - Registration of New Locations and other Customer Obligations

A. Registered Location Required

All Customers are required to register the intended physical location(s) of each of their VoIP devices when placing a Sales Order with TelNet. If you move any registered VoIP device, you must immediately update the Registered Address with the new physical location of the device(s). Calling 911 from an improperly registered number may subject you to a \$100 per call pass-through fee from the 911 administrator.

B. How to update Registered Location(s)

Please use the E911 tab on the TelNet Portal (<https://portal.telnetww.com>) to input the new location of each moved VoIP device. If you are unable to update your E911 location designations via the TelNet Portal, please Download the 911 Update form (<http://telnetww.com/infosource/911updateform.xls>), which is in Excel format and follow the directions on the form. You should only use the Excel 911 Update Form if you are unable to make the change via the TelNet Portal. If you are not able to update your registration by using either TelNet's Portal or the 911 Update Form, you may call 1-800-508-1254 and provide the update information.

C. Importance of Updating Location of VoIP devices

If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you. Customers are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each VoIP device.

Please note: It may take a few days for the address update to take effect.

D. Customer's Obligation to Inform Users of Customer's VoIP devices

In addition, it is Customer's obligation to inform others at its premises who use Customer's VoIP service of the above VoIP 911 limitations. By signing this Notice, Customer acknowledges and agrees to perform this obligation.

E. Placement of stickers on Customer's VoIP devices

TelNet will provide to Customer a set of stickers explaining when VoIP 911 Service may not be available. Customer hereby agrees to place the stickers on or near Customer's VoIP devices.

F. Obligation to Make any Needed Equipment Changes

You are also responsible for any equipment changes required to ensure compliance. (Example: You may need to have your equipment vendor update your phone system's outpulsed phone numbers to ensure proper identification of 911 calls.)

Section 3 - Limitation of Liability and Indemnification

Customer acknowledges and agrees that it is solely responsible for ensuring that an accurate and up-to-date registered address is maintained for each of customer's voip devices. Customer acknowledges that it understands that TelNet disclaims any and all liability for any service outage or inability to complete emergency 911 calls from any customer line or customer premises or to access emergency service personnel. Customer shall protect, defend, indemnify, and hold harmless TelNet, its officers, directors, employees, affiliates, contractors, and agents and any other service provider that furnishes services to customer in connection with the service, from any and all claims, lawsuits, losses, damages, liability, fines, penalties, costs, and expenses including, without limitation, attorney's fees and costs, arising from, or related to, any absence, failure, or outage of the service, including, without limitation, emergency 911 calling and/or inability of customer or any customer employee, third person or party, or user of TelNet's service to be able to call 911 or to access emergency service personnel. In no event shall TelNet be liable to customer or any third party for incidental, indirect, consequential, exemplary, punitive, or special damages related to customer's (or any customer employee, agent, or contractor, or third person or third party or user of TelNet's service) use of or inability to use e911 services.

Section 4 - Acknowledgment of Understanding of Contents of this Notice

The FCC's rules require us to keep a record on file showing that you have received and understood this 911 and E911 Notice. By signing, you certify that you have received and understood this 911 and E911 Notice.

Customer Signature

Wexford County Jail

Account



TelNet Worldwide
31700 Research Park Drive
Madison Heights, MI 48071



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Madison Heights, MI 48071

Equipment Rental Terms & Conditions

In addition to the general terms and conditions contained in the TelNet Service Agreement ("SA") between TelNet Worldwide ("TelNet") and Customer (the "Agreement"), of which this Equipment Rental Schedule is a part, the following terms and conditions apply to the Rental of the Equipment, as defined below. In the event of any inconsistency between the Agreement and this Schedule, this Schedule shall control.

1. Rental of Equipment

Customer Rents from TelNet the equipment described on the attached SA ("Equipment") for the number of months set forth on the SA ("Equipment Rental Term"). The Equipment Rental Term will be coterminous with the TelNet provided Service(s) on the SA and therefore will commence with the Effective Date of the Service(s) per the terms of the Agreement. Upon expiration of the initial Equipment Rental Term, this Equipment Rental Schedule will automatically continue for successive periods equal in length to the SA renewal period(s). Customer shall remain obligated to pay the applicable Equipment Rental rate (whether initial or renewal) notwithstanding an early termination of the SA, or execution of the Equipment Buyout Option noted below.

2. Rental

Customer shall pay all amounts due under the SA, in accordance to the payment terms set forth in the Agreement. Customer also agrees to pay all sales, excise, use, property and similar taxes (other than income taxes on payments made by Customer to TelNet under this Agreement) and related charges that may be imposed or assessed by any governmental entity or taxing authority with respect to such Equipment.

3. Equipment Buyout Option

Upon successful completion of original contract term as defined in the attached SA, Customer has the option to purchase the TelNet-supplied rental Equipment, associated with the SA, for \$1.00 per piece of Equipment plus applicable taxes (includes phones, Power over Ethernet switches and conference phones). This Equipment would no longer be eligible for TelNet maintenance or replacement. TelNet-supplied rental Equipment that Customer adds after the installation date and before completion of the original contract term would be excluded from this offer, (e.g., if Customer adds three phones in month 28 of a 36-month contract, those three phones would be excluded from the buyout option.) Equipment added after initial installation would become eligible for buyout after renewing the initial agreement and completing the balance of the original term, or by paying month to month charges on the Equipment for a period of time that matched the initial contract term.

4. Ownership and Use

The Equipment is and shall remain the exclusive property of TelNet, subject only to Customer's rights to use it in normal business operations under this Rental. The Parties agree that the Equipment is and shall remain or be deemed to remain personal property even if installed in or attached to real property. Customer shall keep the Equipment at all times free and clear from all liens and encumbrances. Customer shall give TelNet immediate notice of any such attachment or other judicial process affecting any article of Equipment. The Equipment shall be located at the address designated on the SA and Customer shall not move the Equipment to another location or subleases the Equipment without TelNet's prior written consent. Customer agrees, at its sole expense, to provide the proper environment and electrical and telecommunications connections for the Equipment, such as but not limited to, ensuring appropriate power supply and surge protection is deployed. Customer is solely responsible for correcting any hazardous conditions that may adversely affect Equipment. Customer shall use the Equipment in a careful and proper manner and shall comply with all federal, state, and local laws. Customer shall not make any alterations or improvements to the Equipment without TelNet's prior written consent.

5. Warranty, Disclaimers, and Limitation of Liability

Customer rents the equipment as is and, not being the manufacturer of the equipment, the manufacturers agent or the seller's agent, TelNet makes no warranty or representation whatsoever, express or implied, as to the merchantability, fitness for any particular purpose design or condition of the equipment, or intellectual property rights (including without limitation any patent, copyright and trademark rights, of any third party with respect to the equipment, whether relating to the infringement or otherwise) with respect to the equipment. TelNet shall not be responsible for any direct, indirect, incidental or consequential damages arising from possession or use of the equipment, including but not limited to, lost profits or business revenue, lost business, whether such damages are foreseeable and whether TelNet has been advised of the possibility of such damages. Customer agrees that TelNet shall not be liable for any delay in delivery or installation of, or any failure to deliver or install, any equipment. Notwithstanding the foregoing, in no event shall TelNet's liability (whether in tort, negligence, or otherwise) to customer with respect to the equipment under this schedule exceed an amount equal to the aggregate charges or fees actually paid by customer with respect to the equipment for the one (1) month period immediately preceding the month during which the event giving rise to TelNet's liability occurs.



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6. **Liability for Damage**

Customer shall be responsible for any damage to the Equipment while in Customer's possession and shall pay to TelNet the value of as much of the Equipment as may be damaged or destroyed. On receipt of the payment, TelNet shall, to the extent of the amount paid, assign to Customer any rights Customer may have with respect to the damaged or destroyed article of Equipment under any insurance, together with all of TelNet's interest in the article of Equipment.

7. **Inspection**

Upon service activation, Customer will inspect the Equipment and notify TelNet within 48 hours if the Equipment is not in good operating condition. The agents of TelNet may at any time enter Customer's premises to inspect the Equipment and the manner in which it is being used.

8. **Return**

If Customer does not choose to participate, or is not eligible for the Equipment Buyout Options (see 3), at the end of the term of this Rental, Customer shall, at Customer's own expense, return the Equipment to TelNet in as good condition as when received, reasonable wear and tear excepted, at the location specified by TelNet. Customer must keep all original packing that came with the Equipment (including, but not limited to, the box, cd's, installation disks, paper documents and instructions) and must return it to TelNet along with the Equipment. Additional terms and conditions for the return of Equipment can be found in the General Terms and Conditions located on the TelNet website and are made a part of the Agreement.

9. **Insurance**

A. Customer shall procure and continuously maintain and pay (including the deductible) for:

1. All risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming TelNet as loss payee, and;
2. Combined public liability and property damage insurance with limits as approved by TelNet, naming TelNet as additionally named insured and a loss payee.

B. The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to TelNet, shall provide at least thirty (30) days advance written notice to TelNet of any cancellation, change or modification, and shall provide primary coverage for the protection of Customer and TelNet without regard to any other coverage carried by Customer or TelNet protecting against similar risks. Customer shall provide TelNet with an original policy or certificate evidencing such insurance. Customer hereby appoints TelNet as Customer's attorney in fact with power and authority to do all things, including, but not limited to, making claims, receiving payments and endorsing documents, checks or drafts necessary or advisable to secure payments due under any policy of insurance required under this Agreement.

10. **Maintenance or Repairs**

TelNet shall provide routine maintenance and repairs to the Equipment as TelNet as follows:

- A. In the event that Customer is experiencing trouble with the Equipment, Customer shall immediately notify TelNet of the issues via the TelNet customer service number. TelNet will attempt to resolve the problem via remote support and if that is not successful, TelNet may dispatch personnel to perform on-site support during normal business hours. The on-site repair services may be performed by a TelNet affiliate or subcontractor, at TelNet's discretion.
- B. TelNet shall use reasonable efforts to identify and correct the problem with the Equipment. However, if the Equipment cannot be fixed and none of the exclusions in Section (C) below apply, TelNet will replace the defective Equipment with either new or reconditioned Equipment.
- C. If persons other than those employed by TelNet shall repair, modify or perform any maintenance services on any of the Equipment, or if Customer fails to maintain the Equipment according to the terms of the Agreement or this Schedule, and as a result of either of the foregoing, further maintenance services are required to restore the Equipment to operating condition or the Equipment needs to be replaced, such further maintenance services or Equipment replacement shall be billed to Customer at the then current TelNet time and material rates.



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11. Breach

Upon default in the payment of any installment of rent, or upon a breach of any other condition of this Rental, or if during the term of this Rental, bankruptcy or insolvency proceedings are commenced by or against Customer, a receiver is appointed for the business of Customer, or Customer discontinues business, TelNet shall have the right without notice or demand to terminate this Rental, but the termination shall not release Customer from paying damages sustained by TelNet. If upon any termination of this Rental, Customer fails or refuses to deliver the Equipment to TelNet, TelNet shall have the right to enter Customer's premises and take possession of and remove the Equipment without legal process. Customer releases any claim or right of action for trespass or damages caused by the entry and removal. TelNet can pursue any other remedies TelNet has for arrears of rent or breach of any other conditions of this Rental. Customer shall pay all expenses, including attorney fees, which TelNet pays or incurs to enforce this Rental.

12. Assignment

This Rental is not assignable or transferable by operation of law by Customer. TelNet may assign the Rental without Customer's consent.

Customer initial _____

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TelNet Worldwide
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Purchase Order Terms & Conditions

In addition to the general terms and conditions contained in the TelNet Service Agreement ("SA") between TelNet Worldwide ("TelNet") and Customer (the "Agreement"), of which this Purchase Order is a part, the following terms and conditions apply to the purchase of the Product, as defined below. In the event of any inconsistency between the Agreement and this Schedule, this Schedule shall control.

1. Purchase of Product & Price

Customer is purchasing from TelNet the equipment described on the attached SA ("Product"). Customer shall pay all amounts due under the SA, in accordance to the payment terms set forth in the Agreement. If Customer does not pay in accordance to the payment terms, late payment charges will be billed in the amount of 1.5% of the total overdue amount or the maximum lawful rate allowable, whichever is less. Customer also agrees to pay all reasonable costs and expenses involved in the collection of the amounts due, including but not limited to, attorney fees, expenses, court costs and service charges. Customer also agrees to pay all applicable handling charges, interest charges, shipping charges, insurance charges, cancellation fees or restocking fees, or any applicable sales, excise, use, property and similar taxes (other than income taxes on payments made by Customer to TelNet under this Agreement) and related charges that may be imposed or assessed by any governmental entity or taxing authority with respect to such Product.

2. Cancellation Policy

The following cancellation policy shall apply to the Product purchased by Customer:

- A. Pre-Shipment: If Customer cancels any portion of the Product order prior to the shipment date, Customer agrees to pay a liquidated damage in the amount totaling 15% of the canceled order amount, plus any cancellation or restocking fees imposed on TelNet by the applicable equipment manufacturer. Customer agrees that this cancellation charge is a true measure of the damage to TelNet and is not a penalty charge.
- B. Post-Shipment: If Customer cancels any portion of the Product order after shipment has occurred but prior to installation of the Product, Customer shall receive a credit for the invoice amount of the cancelled Product minus (a) a liquidated damage in the amount totaling 15% of the cancelled order amount, minus (b) any cancellation or restocking fees imposed on TelNet by the applicable equipment manufacturer, and minus (c) the shipping charges, both original and return, associated with the canceled Product. Customer agrees that this cancellation charge is a true measure of the damage to TelNet and is not a penalty charge. If Customer cancels any portion of the Product order after shipment and installation has occurred, Customer shall not be entitled to receive a credit on the returned Product under any circumstances.

3. Environment & Delivery

Customer agrees, at its sole expense, to provide the proper environment and electrical and telecommunications connections for the Product such as, but not limited to, ensuring appropriate power supply and surge protection is used. Customer is solely responsible for correcting any hazardous conditions that may adversely affect Product. TelNet shall use commercially reasonable efforts to complete the delivery of the Products in advance of the installation date requested by customer, but TelNet does not guarantee that it will be able to do so. If Customer is unable or unwilling to schedule or accept delivery or installation on the date that TelNet tenders delivery or installation, TelNet shall have the right to initiate billing for the amounts due hereunder as of the date that delivery or installation was tendered. Product prices and Installation or Service charges are subject to change at TelNet's sole discretion if Customer delays delivery or installation by more than thirty (30) days.

4. Title, risk of loss & security interest

Title to the Product ordered by Customer shall pass to Customer upon payment in full of all invoiced amounts. Until TelNet receives the full amount due hereunder from the Customer, Customer grants to TelNet a continuing purchase money security interest in the Products ordered under this Agreement, and Customer agrees to support TelNet in the perfection of such security interest. Risk or loss or damage to the Product shall pass from TelNet to Customer upon initial delivery by TelNet or its suppliers to the delivery carrier ("FOB Origin"). Customer agrees to pay all transportation, handling, insurance and associated charges, including but not limited to, additional charges for non-standard shipment. TelNet shall use commercially reasonable efforts to meet Customer's requested delivery dates, but TelNet does not guarantee any delivery dates. Customer shall be solely responsible to coordinate all delivery arrangements necessary to comply with project schedule date.



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5. Warranty & disclaimers

TelNet does not warrant equipment or goods ("products") purchased hereunder. To the maximum extent permitted by law, TelNet disclaims and excludes all representations, warranties and conditions, whether express, implied or statutory, including but not limited to representations, warranties or conditions of title, non-infringement, satisfactory condition or quality, merchantability and fitness for a particular purpose, with respect to the products and any services, or other materials or information provided by TelNet with the product(s). TelNet warrants only that its services shall be performed in a timely, professional and workmanlike manner by qualified personnel. If services are not performed as described, and customer notifies TelNet in writing within thirty (30) days, customer's exclusive remedy shall be for TelNet to re-perform the non-conforming services. Customer's exclusive remedy with respect to the products purchased from TelNet hereunder is as set forth in the warranty, if any, provided by the equipment manufacturer. Such warranties, if any, from the equipment manufacturer are customer's exclusive warranties and sole remedies and replace all other warranties or conditions, express or implied, with respect to products purchased hereunder, including without limitation, the implied warranties or conditions of merchantability or fitness for a particular purpose.

6. Limitation of Liability

In no event will TelNet be liable to customer or any third party, in contract, tort or otherwise, for any loss of profits or business, or any incidental, special, indirect, exemplary, punitive or consequential damages, arising from or as a result of these contract terms or any agreement between the parties relating to the products, services or deliverables TelNet provides, even if TelNet has been advised of the possibility of such damages.

7. Return

If Customer is required to return any Product to TelNet for service, Customer agrees to obtain TelNet's concurrence prior to returning the Product. Customer agrees to reference any Return Material Authorization Number (RMA Number) issued by TelNet on all paperwork or documentation accompanying the returned Product. Customer further agrees to ship the Product pre-paid and suitably packaged to the TelNet specified location. Any returned product becomes the property of TelNet and, subject to TelNet's receipt of the exchanged Product, the replacement becomes Customer's property. Customer agrees to ensure that any returned Product is free from any and all legal obligations or restrictions that may prevent its exchange and represents that all returned Products are genuine and unaltered. The replacement Product may not be new, but will be in working order and equivalent to the item exchanged as determined in good faith by TelNet. Additional terms and conditions for the return of Product can be found in the General Terms and Conditions located on the TelNet website and are made a part of this Agreement.

Customer initials _____



**WEXFORD COUNTY BID SUMMARY
2023 PAPER ORDER**

SEALED BID DUE DATE: 3:30 P.M. OCTOBER 26, 2022

BID OPENING DATE: 3:30 P.M. OCTOBER 26, 2022

PRESENT AT BID OPENING: Commissioner Mike Musta, Finance Committee Chair; Commissioner Gary Taylor, BOC Chair; Commissioner Julie Theobald; Jami Bigger, Deputy County Administrator; and Megan Kujawa, Sr. Exec. Admin Assistant.

FIRM	BID TOTAL	COMMENTS
CENTRAL MICHIGAN PAPER CO. 6194 E. FULTON AVE. ADA, MI	\$14,998.35	92% BRIGHTNESS

RECOMMENDATION:

The Finance Committee forwards the bid from Central Michigan Paper Co. for the 2023 Bulk Paper Purchase to be awarded.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the second day of November 2022, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Commissioner _____ and supported by Commissioner _____.

RESOLUTION NO. 22-22
WEXFORD COUNTY BOARD OF COMMISSIONERS RESOLUTION TO RATIFY
THE TENTATIVE AGREEMENT FOR THE POLICE OFFICERS ASSOCIATION OF
MICHIGAN (POAM 312-UNIT)

WHEREAS, the collective bargaining agreement between Wexford County and the Wexford County Sheriff (Co-Employers”) and the Police Officers Association of Michigan Unit (“POAM 312 Unit”) will expire on December 31, 2022; and

WHEREAS, the Co-Employers’ negotiation team entered into a Tentative Agreement (“TA”) with the POAM 312 Unit for a proposed agreement with a three year term of January 1, 2023 through December 31, 2025; and

WHEREAS, the POAM 312 Unit has informed the Co-Employers that its membership ratified the TAs set forth in the attached October 2022 redline “Ratification Summary of Tentative Agreement” and letter of understanding subject to approval of the Wexford County Board of Commissioners; and

WHEREAS, members of the Co-Employers’ bargaining team, the Sheriff and Counsel has recommended ratification by the Wexford County Board of Commissioners of the TA; and

THEREFORE, BE IT RESOLVED that the Wexford County Board of Commissioners does hereby ratify and authorize entry of the TA agreements reached with the POAM 312 Unit which are attached here as Exhibit A; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Board Chairperson is authorized to execute a final collective bargaining agreement and other attendant documents after execution by the POAM 312 Unit and after approval as to form by Counsel.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 22-22 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on November 2, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the second day of November 2022, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Commissioner _____ and supported by Commissioner _____.

RESOLUTION NO. 22-23
WEXFORD COUNTY BOARD OF COMMISSIONERS RESOLUTION TO RATIFY
THE TENTATIVE AGREEMENT FOR THE POLICE OFFICERS ASSOCIATION OF
MICHIGAN NON 312 DISPATCH UNIT (POAM NON 312- DISPATCH)

WHEREAS, the collective bargaining agreement between Wexford County and the and the Police Officers Association of Michigan Unit (“POAM Non 312 - Dispatch”) will expire on December 31, 2022; and

WHEREAS, the Employers’ negotiation team entered into a Tentative Agreement (“TA”) with the POAM Non 312 – Dispatch Unit for a proposed agreement with a three year term of January 1, 2023 through December 31, 2025; and

WHEREAS, the POAM Non 312 – Dispatch Unit has informed the Employers that its membership ratified the TAs set forth in the attached October 2022 redline “Ratification Summary of Tentative Agreement” subject to approval of the Wexford County Board of Commissioners; and

WHEREAS, members of the Employers’ bargaining team and Counsel has recommended ratification by the Wexford County Board of Commissioners of the TA; and

THEREFORE, BE IT RESOLVED that the Wexford County Board of Commissioners does hereby ratify and authorize entry of the TA agreements reached with the POAM Non 312- Dispatch Unit which are attached here as Exhibit A; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Board Chairperson is authorized to execute a final collective bargaining agreement and other attendant documents after execution by the POAM Non 312 – Dispatch Unit and after approval as to form by Counsel.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 22-23 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on November 2, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 2, 2022
SUBJECT: Health Insurance Renewal Rates

SUMMARY OF ITEM TO BE PRESENTED:

Drew Polak, Weadock & Associates, met with Administration to discuss benefit plan renewal options and rate increases. Straight renewal with no changes will be a 5.5 % increase from 2022 rates.

However, Mr. Polak explained that switching to Beam for dental and vision insurance will give county employees a better benefit at a better rate. Also, savings can be recognized by switching group disability and life insurance to One America while still keeping the same benefit level. Making these ancillary changes would take the rate increase for 2023 to 4.18%.

RECOMMENDATION:

Administration recommends approving renewal of the current health insurance plans with the shift in ancillary benefits to Beam for Dental and Vision, and One America for group disability and life insurance for a rate increase of 4.18%.