



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Mike Musta, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Wednesday, August 23, 2023, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE AUGUST 10, 2023, REGULAR MEETING MINUTES..... 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Approval of the Claims *(Clerk's Office)*
 - 2. Sheriff's Office Request – Purchase Order Livescan Palm Scanner3
 - 3. Budget Amendment26
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
REGULAR MEETING MINUTES
August 10, 2023

The regular meeting was called to order by Chair Michael Musta at 4:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Brian Potter, Gary Taylor, and Julie Theobald
Members Absent: None
Also Present: Jami Bigger, Deputy County Administrator/HR Director; Erica Heis, Chief Deputy Register of Deeds; Megan Kujawa, Senior Executive Administrative Assistant; Kristi Nottingham, Treasurer; and Alaina Nyman, Clerk

ADDITIONS OR DELETIONS TO THE AGENDA

None.

APPROVAL OF THE AGENDA

A motion was made by Comm. Taylor and supported by Comm. Theobald to approve the Agenda. A vote was called, all in favor. Motion passed, 4-0.

APPROVAL OF THE MINUTES

A motion was made by Comm. Theobald and supported by Comm. Taylor to approve the July 26, 2023 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Theobald to approve paying the bills in the amount of \$267,146.20. A vote was called, all in favor. Motion passed, 4-0.

G.2. Community Development Block Grant Program for Emergency Repairs

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to hold a public hearing at the BOC meeting on August 16, 2023, for the closeout of the CDBG Program Year 2021 and for the opening of the CDBG Proposed Program Year 2022. A vote was called, all in favor. Motion passed, 4-0.

G.3. Victim's Rights Grant Agreement

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve the Victim's Rights Grant Agreement between the Michigan Department of Health and Human Services and the County in the amount of \$55,634. A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Ms. Bigger informed the committee that wages and benefits have been entered into the Budget and Administration is continuing to work on the rest of the budget numbers.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

Comm. Theobald asked for clarification regarding the budget calendar. Ms. Bigger stated that the mention of the August 18th date is for Administration to provide a draft budget report in the next finance packet.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Taylor and supported by Comm. Theobald to adjourn the meeting at 4:05 p.m.

Michael Musta, Chair

Megan Kujawa, Recording Secretary

DRAFT

**OFFICE OF THE SHERIFF • WEXFORD COUNTY**

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

August 14, 2023

Mr. Joe Porterfield
Wexford County Administrator
437 East Division St.
Cadillac, Mi 49601

RE: Purchase Order- Livescan Palm Scanner

Dear Mr. Porterfield,

The Wexford County Sheriff Office is requesting a purchase order for replacement of the Livescan Fingerprint machine located in the front office for Applicant Prints. The upgrade is to place us in compliance with the State of Michigan for Juvenile fingerprints that require palm scans. The equipment will be purchased from IDNetworks, our current vendor. Attached you will find a reimbursement grant from the Michigan State Police, in which we were awarded \$15,545.00 towards the cost of the new equipment. The cost for the palm scanner is \$10,888.00. The new equipment will be added to our current maintenance contract with IDNetworks.

I have attached the quote with a cost breakdown for your review. Funds for this purchase will be procured from the following line items, until reimbursement is received.

101-301-958.00- \$4500.00

101-301-957.02 - \$2500.00

101-301-980.00 - \$3888.00

If you have any questions regarding this purchase order, please feel free to contact me.

Sincerely,

Julie Henry
Office Manager

Enc: Quote- IDNetworks
Michigan State Police Reimbursement Grant Contract.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

November 22, 2022

Sheriff Trent J. Taylor
Wexford County Sheriff's Office
1015 Lincoln St.
Cadillac, MI 49601

RE: National Criminal History Improvement Program

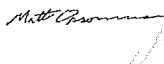
Dear Sheriff Taylor:

I am pleased to inform you that your organization has been selected to receive grant funding from the 2020 National Criminal History Improvement Program awarded to the Michigan State Police (MSP), Grants and Community Services Division, from the U.S. Department of Justice, Office of Justice Programs. With a primary focus of improving the Nation's safety and security by enhancing the quality, completeness, and accessibility of criminal history record information and by ensuring the nationwide implementation of criminal justice and noncriminal justice background check systems, your organization's efforts are valued and appreciated. **The award for your project, pending the finalization of the Grant Agreement (contract), is \$15,545, to be used to for the purchase of a Live Scan device.**

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and/or financial penalties. **The deadline for returning your signed contract is December 11, 2022.** Remember, this is a reimbursement-only grant, and reimbursements will not be approved for expenditures prior to the return of your signed contract.

If you have any questions or concerns about your award, please contact Mr. Scott Butler at butlers1@michigan.gov We look forward to working with you.

Sincerely,

 Digitally signed by
Matt Opsommer
Date: 2022.11.22
13:51:48 -05'00'

Mr. Matt Opsommer, Manager
Grants Management Section
Grants and Community Services Division

Enclosure

2020 National Criminal History Improvement Program

GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan Department of State Police

hereinafter referred to as the "Department"

and

Wexford County Sheriff's Office

1015 Lincoln St.

Cadillac, MI 49601

Federal I.D. Number: 38-6007337

DUNS Number: 072584741

hereinafter referred to as the "Contractor"

MSP Project Number: NCHIP-2020-01

I. Period of Agreement:

This Agreement shall commence on **October 1, 2022 and** continue through **September 30, 2023.**

This Agreement is in full force and effect for the period specified.

All projects must be initiated within 60 days of the start date of this Agreement.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$15,545.00.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$15,545.00.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.554.
- D. The CFDA Title is National Criminal History Improvement Program.
- E. The federal agency name is Department of Justice.
- F. The federal grant award number is 2020-RU-BX-K019.
- G. The federal program title is National Criminal History Improvement Program.

III. Grant Summary:

The Michigan State Police (MSP) is applying for the 2020 National Criminal History Improvement Program (NCHIP) grant in the amount of \$1,598,925. The MSP, in partnership with Michigan courts and prosecutors, identified objectives with the greatest potential to generate improvements within the Criminal History Records (CHR) system. The 2020 NCHIP funds will allow for the fulfillment of the initiatives outlined below, each serving a critical role in the development of comprehensive CHR data.

Grant dollars will fund several positions within the MSP Criminal Justice Information Center (CJIC) and the MSP Biometrics and Identification Division (BID). The CHR Quality Control Auditor will ensure standards are met and conduct evaluations for agencies that contribute to the CHR system. This position is accountable for the overall accuracy of the CHR database. Two Fingerprint Technicians will reduce daily backlogs and improve accuracy and quality of Criminal Justice Information System information. Two Firearms Records Technicians will work to ensure the proper reporting of persons prohibited from possessing firearms for mental health reasons to the National Instant Check System Indices. One Criminal History Records Technician will work to research and correct pseudo-

pointers and will also correct fingerprint transactions stuck in the ALIAS problem queue due to incorrect information entered at the time of arrest.

Significant technological improvements will be made possible through grant funding. Additional improvements are planned for the Michigan prosecutor interface to CHR through this establishment of a centralized prosecutor case management system. Enhancements will transition prosecutors' offices to a paperless environment and ensure consistency of captured data. Funding will also be utilized for the creation of the Utility Server Code Database which will create a more efficient way to report and access the data that plays a vital role in criminal history records, as well as allowing the capture of National Crime Information Center (NCIC) codes and reporting to the National Law Enforcement Telecommunications System (NLETS).

The MSP remains diligent in pursuing opportunities for improvement in the timeliness and accuracy of criminal history information. The 2020 NCHIP grant offers crucial funding for on-going improvements within the CHR System.

IV. Statement of Work:

The Contractor agrees to use grant funding for the purchase of a Live Scan device. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment.

V. Project Timeline:

The Contractor agrees to undertake, perform, and complete the services between October 1, 2022, and September 30, 2023. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment.

VI. Program Budget:

The agreed upon Program Budget for this Agreement is \$15,545.00. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment.

Budget deviation allowances are not permitted.

VII. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing, to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if made in writing and accepted by both the Contractor and the Department.

VIII. Contractor Responsibilities:

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

A. Publication Rights:

1. Give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by the National Criminal History Improvement Program, 2020-RU-BX-K019, awarded by the Bureau of Justice Statistics, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or MSP.

The Department shall, in return, give recognition to the Contractor when applicable.

2. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials as well as to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
3. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be reviewed by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Department of Technology, Management and Budget's (DTMB) website at www.michigan.gov/SIGMAVSS.
- b. This Agreement is reimbursement only. Contractor must document expenditures paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding Department funds will be paid up to the total Department allocation as agreed upon in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement.

2. Financial Status Report (FSR) Submission:

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting a FSR for reporting period of the Agreement period. Quarterly FSRs must be prepared and submitted to the Department, no later than 30 days after the close of each quarter. The FSR is found in Attachment 1, which is part of this agreement through reference. Each quarter's reimbursement request may only contain expenses from that quarter. Reimbursement requests that include more than one quarter's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

3. Unobligated Funds:

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

4. Program Income:

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, ADM-208B, Program Income Reports must fill out and submit to the Department quarterly.

Any program not earning program income must fill out and submit to the Department an ADM-208A, Program Income Waiver Report within 30 days of the acceptance of this Agreement.

5. **Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. **Audit Required:**

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

b. **Single Audit:**

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

c. **Program-specific audit election:**

When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

d. **Exemption:**

When Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

e. **Federally Funded Research and Development Centers (FFRDC):**

Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

f. **Subrecipients and Contractors.**

An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

g. **Compliance responsibility for contractors:**

In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

h. **For-profit subrecipient:**

Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

i. **Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, MI 48909-0634

j. **Penalty:**

i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to 5 percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. **Delinquent Audit Status Notification Letter:**

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

k. **Other Audits:**

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

D. Equipment Purchases and Title:

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

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

E. Record Maintenance/Retention:

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the final FSR or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

F. Authorized Access:

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the U.S. and State Auditor General, or any of their duly authorized representatives, to records, files and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

G. Subcontractor/Vendor Monitoring:

Contractor must ensure each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by 2 CFR 200.501. The Contractor is responsible for reviewing all single audit adverse findings and ensuring corrective actions are implemented. Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

Contractor must ensure subgrantees are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations and provisions as well as ensure that performance goals are achieved. Contractor must ensure for-profit subcontractor compliance as required by 2 CFR 200.501. Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with 2 CFR 200.330.

1. Subcontracts:

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts to the Department within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.

- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement.
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper month's FSR. **Subcontractors must be paid within 30 days of receipt of reimbursement by the Contractor.**

H. Notification of Modifications:

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

I. Software Compliance:

Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

J. Human Subjects:

Contractor agrees that prior to the initiation of research, Contractor will submit Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to a federally assured IRB for review and approval. All paperwork involving the IRB must be submitted to the Department.

K. Notification of Criminal or Administrative Investigations/Charges:

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

IX. Department Responsibilities:

The Department, in accordance with the general purposes, objectives and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records and documentation submitted by the Contractor.

X. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
7150 Harris Drive
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: (517) 284-3205
Fax: (517) 284-3217
Email: beckern@michigan.gov

XI. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with this Agreement terms; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor or an owner is convicted of any activity referenced in Section VIII (K) of this Agreement during the term of this Agreement or any extension thereof.

XII. Final Reporting Upon Termination:

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

XIII. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XIV. Liability:

- A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department) or employees as provided by statute or court decisions.
- C. In the event liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity

by the Contractor, the state of Michigan, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.

XV. Equal Employment Opportunity Requirements:

In accordance with the Elliott-Larsen Civil Rights Act and the Michigan Handicappers Civil Rights Act, a grantee or contractor shall not discriminate against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or handicap. Failure to comply with this requirement is cause for termination of the agreement.

In accordance with Executive Directive 1979-4 and Michigan Department of Civil Rights Standards and Procedures for Civil Rights Compliance in State and Federal Contracts, a grantee or contractor must have an established policy of equal employment opportunity without regard to race, color, religion, national origin, age, sex, or handicap. The grantee or contractor shall take steps necessary to correct any under representation and achieve a reasonably representative work force at all levels of employment. In addition, the Contractor shall:

1. State in all recruiting materials and advertisements that all applicants will receive equal consideration for employment without regard to race, color, religion, national origin, age, sex, or handicap; and,
2. Post in conspicuous places, notices setting forth the law on equal opportunity in employment and public accommodations (posters are available from the Michigan Department of Civil Rights).

The Contractor shall inform the Department of any federal or state actions taken against the grantee or contractor pertaining to equal employment opportunity requirements. The Contractor shall keep employment or other recourse used in preparation of the Minority-Female-Handicapper Status Report, work force Utilization Analysis and Equal Employment Opportunity (EEO) Plan six months beyond the life of the agreement to permit access by the Department, Michigan Department of Civil Rights, or other authorized persons, as may be necessary to ascertain compliance.

The award is subject to acceptance of the agreement and conditions, EEO plan, and a determination of compliance with EEO requirements by the Department or the Michigan Department of Civil Rights.

XVI. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.
- D. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- E. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 2020-RU-BX-K019 are agreed to by the Contractor, including Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 CFR Part 2800. A copy of award 2020-RU-BX-K019 is included as an attachment for reference.

XVII. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 2 CFR 200.450, "New Restrictions on Lobbying," 2 CFR part 180"Government-wide Debarment and Suspension

(Non-procurement)," and 1 CFR part 182, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 2 CFR 200.450, the Contractor certifies that:

1. 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;
2. 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 contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor 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.

C. Debarment, Suspension and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 and 12689, 2 CFR part 180, OMB GUIDELINES TO AGENCIES ON GOVERNMENTWIDE DEBARMENT AND SUSPENSION.

1. The Contractor 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. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
 - d. 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,
 - e. 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.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible

for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpccompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 1 CFR part 182, the Contractor certifies that it will 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 contractor'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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. 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) (ii) of this section 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
810 7th Street, 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)(ii) of this section, with respect to any employee who is so convicted:
 - i. 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,
 - ii. 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 subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements. The Contractor 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. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

G. Non-Supplanting:

It is imperative the Contractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.

2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act of 1996 is pertinent to the services the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. Contractor must only use the protected health data and information for the purposes of this Agreement.
4. Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XVIII. Unallowable Expenses and Activities:

- Costs in applying for this grant (consultants, grant writers, etc.).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Personnel, including law enforcement officers, not connected to the project.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.
- Legal fees.
- All first class or out-of-state travel unless prior written approval by the Department is received.
- Promotional items unless prior approval by the Department is received.
- One-time events, prizes, entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior written approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training, conferences, unless prior written approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior written approval by the Department is received.
- Compensation to federal employees.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels or aircraft.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards or buy money.
- Expert witness fees.
- K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers.
- Food, refreshments, snacks

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XIX. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XX. Conflict of Interest:

The Contractor and Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XXI. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XXII. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XXIII. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXIV. Contractor Signature:

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Contractor Name of Authorized Official	Title of Authorized Official
Signature	Date
Department Name of Authorized Official Nancy Becker Bennett	Title of Authorized Official Division Director
Signature	Date

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the subrecipient have an EEOP on file for review?

Yes No If yes, on what date did the subrecipient prepare the EEOP? ___ / ___ / ___

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

Yes- submitted an EEOP Short Form
 Yes- submitted a certification
 No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?
 ___ / ___ / ___

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the subrecipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the [State Administering Agency] or the OCR?

Yes No If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services. Yes No
- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G. Yes No
- c. Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate on the basis of disability. Yes No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex. Yes No
- b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54. Yes No
- c. Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate on the basis of sex in its educational programs or activities. Yes No

Comments:

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the subrecipient issued by a federal or state agency or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex? Yes No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP persons:

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws? Yes No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

- a. Provide services to everyone regardless of religion or religious belief. Yes No
- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities. Yes No
- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs. Yes No

NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM FINANCIAL STATUS REPORT (FSR)

I. Applicant's Information			
1. Agency Name		2. Grant Number	
3. Address	4. City	5. State	6. ZIP Code
II. Financial Status Report (Due 30 Days After the End of a Reporting Period)			
7. Reporting Period			
<input type="checkbox"/> October 1, 2022 – December 31, 2022		<input type="checkbox"/> January 1, 2023 – March 31, 2023	
<input type="checkbox"/> April 1, 2023 – June 30, 2023		<input type="checkbox"/> July 1, 2023 – September 30, 2023	
III. Expenditure Detail (Must Attach Payment Documents such as Invoice(s) and Canceled Check(s))			
8. Expense Category	9. Expense Description	10. Total Expenditure Incurred for Period	11. Total Expenditure Incurred to Date
A. Personnel		\$	\$
B. Fringe Benefits		\$	\$
C. Travel		\$	\$
D. Equipment		\$	\$
E. Supplies		\$	\$
F. Construction		\$	\$
G. Subawards (Subgrants)		\$	\$
H. Procurement Contracts		\$	\$
I. Other		\$	\$
12. Total Amount Incurred this Period		\$	\$
13. Total Cumulative Amount Incurred to Date		\$	\$
IV. Reimbursement Request			
14. Amount Requested for Reimbursement		\$	
This is my final report.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
V. Certification			
I certify all statements in this report, including all requested supplemental information, are true, complete, and accurate to the best of my knowledge. I understand failure to submit any required reports may result in the termination of the grant. I understand this grant may be terminated if the Michigan State Police concludes I am not in compliance with the conditions and provisions required by the contract covering this grant, or have falsified any information. By way of signature, I agree with all the conditions of this grant program.			
Agency's Authorized Official or Financial Officer Signature		Date	
Printed Name of Authorized Official or Financial Officer		Title of Authorized Official or Financial Officer	
For MSP Use Only			
Reviewed By:	Date:	Approved By:	Date:
Date sent to finance for payment:		Date received confirmation of payment:	

**Wexford County Board of Commissioners
Amendments to the 2023 Budget Log**

BOC Meeting Date	Acct	Acct Description	Revenue	Expense
2023-09-06	245-905-970.19	PIC Fund Maint. Dept		\$ 9,575.00
	101-101-699.00	Appropriated Fund Balance		(\$9,575.00)
Comment/Reasoning: BOC Approved Purchase August 16, 2023. This is following instruction from				
2023-09-06	256-000-980.00	ROD Technology Fund		\$ 20,000.00
	101-287-980.00	ARPA Funds		(\$20,000.00)
Comment/Reasoning: BOC Approved July 19, 2023.				



WEXFORD COUNTY BUDGET AMENDMENT

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

Department: Maintenance/Administration

REVENUE

Account Number	Account Description	Decrease	Increase
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$	\$

EXPENDITURE

Account Number	Account Description	Increase	Decrease
<u>245-905-970.19</u>	<u>PIE Maint. Dept.</u>	<u>\$ 9575.00</u>	\$
<u>101-101-699.00</u>	<u>Approp. Fund Bal.</u>	\$	<u>\$ 9575.00</u>
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		<u>\$ 9575.00</u>	<u>\$ 9575.00</u>


 Department Head Signature _____

8-17-23
 Date _____

Finance Committee Approval Date (if necessary) August 23, 2023

(For Treasurer use only)
 B.A. Number _____

Date _____



WEXFORD COUNTY BUDGET AMENDMENT

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

Department: Register of Deeds

REVENUE

Account Number	Account Description	Decrease	Increase
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$	\$

EXPENDITURE

Account Number	Account Description	Increase	Decrease
101-287-980.00	ARPA Funds	\$	\$ 20,000
256-000-980.00	Technology Fund	\$ 20,000	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$ 20,000	\$ 20,000

Department Head Signature _____

August 17, 2023
Date

Finance Committee Approval Date (if necessary) BOC approved July 19, 2023

(For Treasurer use only)
B.A. Number _____

Date _____