



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, September 06, 2023, 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. PRESENTATIONS AND REPORTS
 - 1. Networks Northwest Annual Report for 2022 (*Terry Vandercook, Chief Executive Officer*) 1
- 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 August 16, 2023 Regular Meeting Minutes 29
- J. AGENDA ITEMS
 - 1. Resolution 23-15 Extending Appreciation for Kristie Piskor (*HR/PS 08/22/2023*) 33
 - 2. Elections Coordinator Deputy Clerk Position (*HR/PS 08/22/2023 & Finance 08/23/2023*) 35
 - 3. Sheriff's Office Request – Purchase Order Livescan Palm Scanner (*Finance 08/23/2023*) 38
 - 4. Sheriff's Office Grant Agreement–Northern Michigan Regional Entity PA 2(*Finance 08/23/2023*). 61
 - 5. Building Department Inspector Increases (*Finance 08/23/2023*) 66
 - 6. Premier Realty Listing Agreement Addendum (*Finance 08/23/2023*) 68
 - 7. Budget Amendment(s) (*Finance 08/23/2023*) 69
 - 8. Appointments to the Board of Canvassers (*A. Nyman, County Clerk*) 72
- K. ADMINISTRATOR'S REPORT
- L. CORRESPONDENCE
 - 1. Networks Northwest Public Hearing Notice 75
- M. PUBLIC COMMENT

Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN



Networks
Northwest
Talent / Business / Community

G.

TALENT



BUSINESS



COMMUNITY

2022 ANNUAL REPORT

To Our Partners, Stakeholders, and Communities of **Northwest Lower Michigan,**

We are pleased to once again present the Networks Northwest Annual Report. In this 2022 version, you will find information and highlights regarding our accomplishments throughout the last year. You will learn more about the services we provided to our customers, updates on our programs, and the financial details about our agency.



Of particular interest, as our region, state, and nation continue to struggle against a talent crisis, Networks Northwest and Northwest Michigan Works! set our sights on having a positive impact on overcoming the workforce shortages affecting our region. Recognizing that our youth and young adults are key to the continued economic prosperity of Northwest Lower Michigan, we worked diligently to serve this population and prepare them to succeed in education, employment, and life.

We are proud of our ability to meet these customers where they were while also playing an instrumental role in preparing them for future success.

With pride and enthusiasm, Networks Northwest will continue to lead, convene, and support the workforce, businesses, and communities of Northwest Lower Michigan in 2023 and beyond.

Sincerely,

Sue Peters

Sue Peters, Board Chair
Vice President of Human Resources,
Munson Healthcare

Chris Christensen

Chris Christensen, Chief Elected Official
Charlevoix County Commissioner

Terry Vandercook

Terry Vandercook,
Chief Executive Officer



TALENT DEVELOPMENT

The dedicated, experienced staff at Networks Northwest are passionate about connecting job seekers and workers to the employers who need talent. Northwest Michigan Works! is the signature program in an array of services that help people be job-ready, with a focus on developing skill sets that employers need most. Our staff provide a wide variety of services to help clients reach their employment goals, but the hard work is ultimately all theirs. In the following pages, you will be inspired by people from all over Northwest Lower Michigan who have worked hard to take the next big step in their careers.



- ➔ Job Seekers
- ➔ Veterans
- ➔ Young Professionals
- ➔ Jobs for Michigan's Graduates



- ➔ MiCareerQuest Northwest
- ➔ Adult Education
- ➔ Offender Success

Talent Development Meet Lisa Peterson

Lisa was working in a 25-30 hours per week seasonal labor position with an excavating company when she first met with staff from Northwest Michigan Works! Each winter, she was laid off and had to rely on unemployment to make ends meet. Northwest Michigan Works! assisted Lisa with her unemployment process.

While helping Lisa, the staff learned that Lisa had some new employment goals. Lisa wanted to find year-round, full-time employment with higher earning potential. She was referred to a Northwest Michigan Works! Career Advisor, and together they worked out a plan for Lisa to reach her goals, which included obtaining a CDL A.

When the time came for her annual winter layoff, Lisa was enrolled in both Workforce Innovation and Opportunity Act and the Michigan Learning and Education Advancement Program grant programs by her Career Advisor at Northwest Michigan Works! Through these grants, tuition funding was obtained to help Lisa with the cost of pursuing CDL A certification through Pinnacle Truck Driving School. Lisa was also assisted with gas cards to travel to and from training for the four week course. Lisa successfully completed CDL A training and passed her exams, making her a CDL A licensed driver.

Less than a month later, Lisa had a job offer from Central Transport in Traverse City. Her hourly pay went from part-time, seasonal work at \$16/hour to full-time, year-round at \$24.50/hour. Lisa had met her goals. Her earning potential significantly increased, and she no longer had to rely on unemployment to meet her needs.

"I got a referral to call the Career Advisor at Northwest Michigan Works!," said Lisa. "She helped me through the process of being able to financially afford my schooling for a CDL A. The whole process was great! My Career Advisor was wonderful, helping me find resources for my future career. I would highly recommend this to anyone. If there are funds available, they will make sure you receive them."



Talent Development

Northwest Michigan Works! staff provide a full suite of employment services to workers and job seekers who visit the Northwest Michigan Works! American Job Centers in-person or receive services virtually. Team members provide services like résumé and cover letter development, interviewing skills and practice, job search strategies, networking, assistance with unemployment, and career pathways assessments and exploration.

American Job Center Customer Visits

18,462

Total Center Visitors in 2022



Virtual Workshops

➤ *Résumé Development, Interviewing Skills, & Job Search Strategies Workshops*

➤ *Career Connection*
➤ *Veterans Services Orientations*

Talent Development Veteran Services



Service Type	Services Provided
Appointment	136
Career Connection	4
Job Search	86
Learning Lab	146
Résumé Assistance	42
Unemployment	223
USDOL Apprentices	10
Veterans Workshop	5
Total	652

Talent Development



"I couldn't believe a person would care enough to come see ME—a guy in jail for a meth crime. By talking to my Life Coach I learned that I, and I alone, am responsible for what happens to me. I will never forget what she told me—'Creating happiness for yourself takes as much time as making yourself miserable. Choose wisely.' As soon as I was discharged from rehab, I came to Michigan Works! to start working with my Life Coach and get my life on track. We researched all the construction companies in the area and worked on my résumé. I got a job, but my truck needed insurance and plates. Michigan Works! helped me with both, and gas cards so I didn't have to stress about gas so much, especially at the beginning and before my first paycheck. Without Michigan Works! I wouldn't be where I am now, and without my Life Coach, I wouldn't have even started."

—Matthew Stockman, Northwest Michigan Works! Customer

"When I started this journey three years ago I had no idea the direction I wanted to move in; all I knew is that I wanted to help! With great patience and understanding I have shifted my focus from behavioral health to mental health. Thanks to Michigan Works!, I am currently enrolled in a certification course to become a Community Healthcare Worker. These certifications will assist me in my future endeavors to land a career in the mental health field."

—Janaia Arnold, Northwest Michigan Works! Customer



Talent Development

Partnership. Accountability. Training. Hope. (PATH) & Workforce Innovation and Opportunity Act (WIOA)—Community Impact

60%

Percentage of Wagner Peyser participants employed six months after completion of services

92%

of PATH participants obtained employment

91%

of WIOA participants were employed six months after completion of services

75%

of WIOA Adults and Dislocated Workers received a credential

89%

of WIOA participants were employed a year after completion of services

\$17.23/hr

Average reported hourly wage earned six months after completion of services by WIOA Adult and Dislocated Worker participants

\$16.57/hr

Average reported hourly wage earned six months after completion of services by WIOA Youth and Wagner Peyser participants

Talent Development

Job Seeker Success Stories



With help from WIOA-Adult funding and his Career Advisor, Aaron Olund was able to obtain his CDL Class A and full-time employment with Alliance Beverage in Traverse City. He says, "It is a great place to work and I am glad they gave me a shot!"

—Aaron Olund II



"I was struggling with filling out my unemployment, so I stopped in to the Michigan Works! office and spoke with a wonderful Career Services Specialist. She was very helpful and she told me of a job close to my home. I was absolutely thrilled with this job.

They hired me right away!"

—Carolyn Dine



"The weekly meetings and availability of the PATH Advisor helped me the most. I looked forward to being able to have one-on-one help, so that I could be honest and to relieve some of the stress I was holding inside. The meetings helped my confidence and helped me to be organized."

—Elizabeth Milliron



"The staff at Michigan Works! helped me with applying for unemployment benefits, updating and condensing my résumé, and, using my work history, they helped me find a job I love!"

—Jennifer Bodary



"My time spent at Michigan Works! in the PATH program gave me the confidence to get back out into the real world and find a job. Thank you Michigan Works! for all of your support!"

—Pamela Granfors



"I came to Michigan Works! in hopes of fulfilling my dream to become a truck driver. I wanted to obtain my CDL so I could find a career to last me until retirement. I've always wanted to drive on the open road since I was a child!"

—Zach Brown

Talent Development





Young Professionals Program

Over the course of eight weeks, Northwest Michigan Works! successfully administered the 2022 Young Professionals program. The goal of this program is to expose young adults to in-demand occupations and industries, while also providing them with the technical skills they need to pursue welding and construction occupations after completing the program.

In partnership with Char-Em Intermediate School District, Northwest Education Services, and Wexford-Missaukee Intermediate School District, participants received training and assistance with transportation, tools, and safety equipment to use during and after the pre-apprenticeship program.

Students earned an hourly wage of **\$17/hour** while participating in the training.

91% of students completed their respective program

Cohort 1	Program Focus Construction Trades	Number of Participants 9	Number who Completed 7 <i>(2 left for employment opportunities)</i>
	Primary Partners NORTHWEST MICHIGAN WORKS!  		
Cohort 2	Program Focus Welding	Number of Participants 12	Number who Completed 12
	Primary Partners NORTHWEST MICHIGAN WORKS!  Career Tech Northwest Education Services		
Cohort 3	Program Focus Welding	Number of Participants 10	Number who Completed 9 Number who Earned a Credential 5
	Primary Partners NORTHWEST MICHIGAN WORKS!  Wexford-Missaukee ISD		

"I am the only girl in the program, and at first this made me nervous, but I didn't let that intimidate me. This program really opened my eyes to how much I love welding and how much I want to be a welder. I've always been curious about welding, but now I know this is the path I want to take for my future career."
—Anna Londak



Talent Development

Jobs for Michigan's Graduates (JMG)

The success of our region's young adults remains a top priority of Northwest Michigan Works! and our JMG team. With the significant skill gap and a talent pipeline shortage, Michigan's workforce needs educated and work-ready young adults. In 2022, Northwest Lower Michigan's JMG program equipped 346 young people with the skills needed to overcome barriers and succeed in education, employment, and life.

Engaging youth in different opportunities that allow for exploration in career and education pathways is a key part of the successful outcomes of the JMG program. Specialists work closely with their school partners to facilitate employer and post-secondary engagement opportunities, and experiential based learning, all within a trauma-informed care environment.



Youth attended Leadership Day at Camp Daggett in Petoskey.

Northwest Michigan Works! is proud to have partnered with the following schools to achieve a record JMG enrollment of 346 students in 2022:

- Northwest Education Services (formerly TBAISD)
- Cadillac Innovation High School
- Wexford-Missaukee ISD
- CASMAN Academy
- Mackinaw Trail Middle School (Cadillac)
- Char-Em ISD
- Cadillac High School
- Northwestern Michigan College (NMC)



346
Students
Enrolled

Record Enrollment!

69 students participated in leadership development events at the regional and state levels, including Leadership Day, Legislative Day, and the Career Development Conference.

Highlights of the year:

- 18 JMG students participated in paid work experience opportunities with 11 area employers.
- The Regional JMG Leadership Day held at Camp Daggett in Petoskey drew 20 area students who participated in leadership activities and networked with other northern Michigan youth.
- The statewide Career Development Conference was held in Lansing. 25 Northwest Lower Michigan youth competed in various events. One of the youth earned second place and another third place in the Career Preparation event.

For the seventh consecutive year, our program received the National Jobs for America's Graduates "5 of 5 Award" for meeting or exceeding national standards in five categories measuring youth success.

All JMG youth receive:

- Work-based learning opportunities
- Employer and post-secondary engagement
- Mentorship from a trauma-informed caring adult
- Youth-led leadership development and experiences
- Service learning opportunities
- Competency-based instruction
- 12 months of follow-up services

Madeline is a capable student who enrolled in the JMG program as a senior in high school and graduated in June 2022. She is driven by a desire to do good for her community and has spent many hours volunteering for various community projects. At the age of 14, Maddy started her own baking business, Maddy Cakes, and continued to run the business while attending high school full-time. Maddy is currently attending Johnson and Wales University to study baking and pastry arts with financial assistance from the JMG scholarship program.



Daydreana Davis (CASMAN Academy), Abby Kovasevich and Madeline Stange (Cadillac High School), and Sawyer Keene (Mackinaw Trail Middle School) were awarded \$1000 to pursue post-secondary education in the second annual JMG Scholarship Competition.

**Graduation
Rate**

99%

82%

**JMG students pursuing
employment, military, or
college after high school**

81%

Full-Time Employment Rate

56%

Further Education Rate

67%

**Employment Rate
(part and full-time)**

"JMG is a valuable educational support and partner for the students at Crooked Tree High School."

—Don Heinz, Teacher, Crooked Tree High School in Harbor Springs

"The JMG program helped to give me valuable job skills that have become useful in my workplace."

—Tyler Kuchta, JMG Student, Cadillac Innovation High School

"The quality of the students coming to us from the JMG program has been truly remarkable. They are well prepared, eager, and open to be mentored as they continue to grow and advance their skill sets."

—Tom Gordon, General Manager, Fox Grand Traverse

Talent Development

MiCareerQuest Northwest

Northwest Michigan Works! worked hard alongside our employer and community partners to put on the first in-person MiCareerQuest Northwest event since 2019. This event was a career and college readiness event for 9th grade students to talk with experts from the region's in-demand industries, experience tools and technology of the trades, and learn in-depth and practical knowledge of today's workplaces.

The event was host to:

- ➔ 32 community sponsors, including our event sponsor the Northwestern Lower MiSTEM Network
- ➔ 2,000 9th grade students
- ➔ 30 school districts
- ➔ 60 career exploration exhibits
- ➔ 7 high-wage, in-demand industries represented
- ➔ 100+ career pathways to explore
- ➔ 70 community volunteers



According to the feedback surveys:

100%

*of exhibitor
respondents would
participate in
MiCQ again*

75%

*of student respondents
learned about employment and
education opportunities they
didn't know about before
the event*

88%

*of educator respondents
said their awareness of
career and post-secondary
opportunities in
Northwest Lower Michigan
was expanded*



Talent Development

Adult Education

Northwest Education Services Adult Education is provided through the Northwest Michigan Works! Learning Labs. The **Education for Employment** focus helps provide participants with a transition focus after graduation to employment or training. Labs operate year round with an open registration schedule. Participants aged 18 and older can learn for free at their own pace through an individualized educational plan.

217 participants | **14,200+ attendance hours**

64 2022 Graduates (22 HSD, 42 HSE/GED)	Age Group			
	16-18	6%	45-54	9%
	19-24	34%	55-59	3%
	25-44	43%	60+	5%

Programs of Enrollment	
Adult Basic Ed.	21%
Adult Secondary Ed.	36%
English as a Second Language	5%
High School Diploma	3%
High School Equivalency (GED)	35%

69%

of all attendance hours came from Distance Learning

HYFLEX LEARNING: Educational delivery options change based on the participants' needs, and remote or distance learning continues to be a valuable option. A contributing factor is that many adult education participants typically work a significant number of hours and have limited time to spend on-site—so the learning lab delivery system has been redesigned into a "HYFLEX" system:

- ➔ Combination of both onsite and remote with flexibility to choose and encourages need for and active participation in both modes
- ➔ Participants are prepared during registration to interact with the video conferencing in order to be an effective distance learner

LITERACY SERVICES UPDATE: Often, adults who struggle with reading or writing skills do not seek help. This year it was encouraging to see that literary services enrollment numbers tripled! A major benefit of the full range of literary services provided in the learning labs has been an increase in educational gains for those enrolled students. Lab tutors are now trained by the local learning lab teacher, and foster an encouraging environment allowing applicants to feel comfortable in seeking help with reading and writing skills.

LEARNING LAB SPECIALISTS: Two Lab Specialists provide career planning and barrier removal services to learning lab participants to better prepare them for meaningful employment. These transition services focus on such employment for self-sufficiency, or enrollment in postsecondary education or training. The Specialists work in tandem with the learning lab teachers and aides to provide a comprehensive plan with each student.

Added two Learning Lab Specialists in 2022

ACT (ADULT CAREER TRAINING) @ WMISD CTC: The ACT (Adult Career Training) program had another successful year in partnership with the **Wexford-Missaukee Intermediate School District Career Technical Center**. All of the individuals that completed the program were gainfully employed thanks to the partnership with Adult Education and Northwest Michigan Works!.



Healthcare ➔ First aid/CPR, HIPAA and bloodborne pathogen certified, earning Certified Nursing Assistance (CNA) certification.

Heavy Equipment ➔ Learned federal rules and regulations, including prevention maintenance of machinery and tractor trailers, and ultimately transitioned to CDL (Commercial Driver's License) training with Pinnacle Truck Driver Training.

Manufacturing ➔ Completed training in overhead crane and forklift operation, technical math, blueprint reading, residential wiring, soldering, mill and lathe operations and four types of welding instruction. Individuals earn certifications from the CTC listing their mastery of the different types of instruction.

Elizabeth (Liz) S. entered the Traverse City Learning Lab when she enrolled in the SUN (Skills Up North) welding program in August 2019. Due to work issues, Liz was forced to drop out.

She returned a year later and **was able to finish her GED in just two months!** Liz was a hard worker and a motivated student. Her career exploration plan determined an interest in woodworking. **Liz has now been working as a Tradesman apprentice with Ultimate Accents Construction for over six months** and very excited about the work she is doing. "There is no way that I could keep going and do what I am doing without the people supporting me, and that includes you."



Talent Development

Offender Success Program

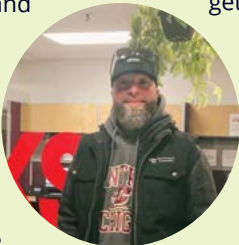
Over 90% of individuals who are incarcerated in Michigan will return to their communities after serving their sentence. The Offender Success program is designed to support these individuals in overcoming their challenges in order to become successful, self-sufficient community members—and when people are able to successfully reintegrate into their communities public safety increases, the rate of crime decreases, and tax dollars that would otherwise be spent on keeping individuals incarcerated can be redirected to other programs. Offender Success staff work closely with Michigan Department of Corrections parole agents to assess and meet the needs of each participant.

Residential Stability | **Job Placement**
Social Support | **Health & Behavioral Health**

Offender Success staff work one-on-one with participants referred for job placement to help them through the job search process and beyond, maintaining contact until they have reached 12 months of full-time employment (or until their parole term has been completed). Participants can also be referred for housing support services, which assists those who would otherwise be homeless to obtain temporary shelter and make a plan for finding long-term independent housing. Offender Success staff coordinate with parole to provide additional supports as needed, such as bus passes, fuel cards, clothing vouchers, or funding for mental health services. With the ultimate goal of reducing recidivism, the Offender Success program has demonstrated its efficacy by reducing the state’s recidivism rate to 23.6% in 2022, the fourth lowest rate in the nation.

Over 85% *Job placement rate—second highest in state, exceeding state average of 56%*

OS participant Christopher Cook paroled to Wexford County in October of 2021. With no other housing options, he was placed in transitional housing funded by the OS program and began receiving housing support, job placement, and social support services. He was provided with clothing vouchers upon his release, which he used to purchase work boots and pants, as well as items for everyday wear. Mr. Cook was able to get a job almost immediately, and with the support of his OS Resource Specialist he was able to maintain full-time employment while searching for a position more in line with his interests



Percentage of enrolled participants who have successfully remained in the community for at least 3 years after they began receiving services.

Over 77%

Over 52%
Percentage of participants who maintained employment for 12 months and/or until parole term completion

Numbers of Participants Served by County	
Antrim — 25	Benzie — 14
Charlevoix — 9	Emmet — 9
Grand Traverse — 60	Kalkaska — 9
Leelanau — 7	Manistee — 12
Missaukee — 5	Wexford — 48

\$14.91 *Average hourly wage for participants—third highest in state*

Residential Stability

- 85 individuals who would have otherwise been homeless received assistance with finding and securing a place to stay.
- 26% of program budget was expended on providing residential stability services.
- 26 individuals were screened by OS staff for a Housing Choice Voucher (HCV). One of the individuals was pulled from the waitlist, and with the help of OS staff he was able to use his HCV to secure independent, affordable housing.

Job Placement

- Job placement and retention services were provided to 53 unique offenders.
- OS Staff provided job placement and retention services for participants who worked with 69 employers, 42 of which were first time partners with the OS program.
- Exceeded key performance measure for job placement and met the benchmark for job retention.

and goals. OS was able to purchase tools that were required for him to begin his second job and bus passes to help him get to work and other required appointments throughout his parole term. In October of 2022 he achieved one year of full-time employment. During those twelve months, he earned a promotion and a raise at work, and was able to begin the process of purchasing a home with his partner. According to Mr. Cook, “This program has been an asset to the success after my release. Lindsey has gone above and beyond to ensure I had the tools to be successful and endure the hard road after leaving prison.”

BUSINESS DEVELOPMENT

Networks Northwest is a leader in helping the business community thrive in today's economy. Our professional business teams can help with anything from hiring and training, to connecting with vital resources to make businesses in our area more attractive and competitive. Through our efforts, employers have been able to expand their business, become more profitable, streamline their systems, invest more in their workforce, and change northern Michigan lives for the better. Take a look at just some of the stories we are a part of in the following pages and know that we will continue this work in serving our region's employers and communities.



- ➔ Business Resource Network
- ➔ Apprenticeships
- ➔ Business Services
- ➔ Going PRO Talent Fund
- ➔ Global Trade Alliance
- ➔ Northwest Michigan Procurement Technical Assistance Center

Business Development

Business Resource Network Employee Retention Program

Since its inception in 2018, the Business Resource Network (BRN) has enjoyed great success, including keeping the original 8 members until 2022. Our Success Coach has partnered with our employer members to create work cultures to include flexibility, compassion, and supportiveness to produce above average employee retention rates. Not all employees will receive BRN services; we are working with those with the most barriers to continued employment, and are therefore the hardest to serve. The Success Coach constantly updates her resources in order to best serve both the employers and their employees. In 2022, 94 new individuals received services and 60 individuals received ongoing case management. In total, 154 received services and 116 were retained for a 75% retention rate for the year. In 2022, 643 referrals for services were provided. Ninety percent were in the following categories:

Financial Management & Budgeting: 166	Utilities: 56	Mental Health Counseling: 48	Legal: 21	Health Insurance: 16	Home Repair: 13	Affordable Family Nutrition: 9
Housing: 103	Transportation Assistance: 49	Car Repair: 45	Child Care Assistance: 17	Child, Food & Medical Assistance: 13	Driver's License: 11	Employment Assistance: 9

"The BRN has been a fantastic program for our employees, but it also gives us a leg up when we're recruiting. Most candidates are interested in benefits we offer so we make a point of touting the BRN in interviews and with new hires. It's such a unique benefit and available from day one—we've even had new employees contact her their first week. Our Success Coach's network of resources goes so far beyond our own, it's a relief to know we can refer employees to her when we need to and be assured they're in good hands."

—Jill Harrell, Human Resources Coordinator for Wojan Window & Door



Business Development

Apprenticeships—Skills for In-Demand Jobs

Northwest Michigan Works! sponsors over 50 diverse US Department of Labor (DOL) apprenticeship training programs including youth apprenticeships, healthcare, administrative and construction, with over 300 registered apprentices throughout the 10-county region. A variety of occupations and industries both big and small are benefiting from this proven workforce strategy. The Apprenticeship team helps both job seekers and businesses meet their needs. The Apprenticeship team conducts ongoing check-ins with apprentices to ensure they complete training competencies on time and without additional barriers. The team also works to ensure the employer is supported through regular program reviews and financial resources to help cover costs associated with a registered apprenticeship program.

This year, some of the jobs Northwest Michigan Works! helped with an apprenticeship pathway included:

- ➔ Childcare Educator
- ➔ Childcare Development Specialist
- ➔ Optician
- ➔ Ophthalmic Ultrasound Diagnostic Technician
- ➔ Paramedic & more!

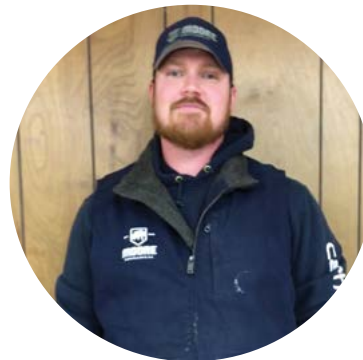
300+
*Registered Apprentices
Across the Region*

Apprenticeship Success

Moore Mechanical

In 2022, the entire Apprenticeship team became GI Bill Certified through the State of Michigan Veterans Administration (VA) to provide a higher level of service for veteran apprentices. Eligible candidates access special support while they are participating in a USDOL registered apprenticeship including housing allowances and monthly wage stipends. The first veteran to receive benefits was Spenser L. an HVAC apprentice with Moore Mechanical. Spenser started his program in December of 2021 and during the apprenticeship orientation he identified himself as a US Army Veteran. He was aware of his GI Bill Education Benefits and inquired about accessing the support for housing and wages. Through a lengthy process, the Apprenticeship team captured the employer information and started his registration process with the VA. Upon approval, the apprentice information was then submitted and within less than 30 days, Spenser was approved for three years of full-time benefits, while establishing himself in his new HVAC career! The first benefit allocation included several months of back pay and was the financial support Spenser needed to help him cover closing costs and updates on his home.

This specialized service provided by Northwest Michigan Works! will help ensure Spenser's success throughout his three-year apprenticeship program and allow the team to assist others just like him with their GI Bill Benefits process.



“Working with Michigan Works! has been wonderful! We worked through the process with the VA together and learned how to ensure other veterans are able to take advantage of their education benefits during their apprenticeship. Thank you so much! I know it's been a learning experience but thank you for working with me to get it figured out!”

—Spenser L., Veteran HVAC

Apprenticeship Success

Habitat for Humanity—Grand Traverse Region

Like other employers in the construction sector, Habitat for Humanity for the Greater Grand Traverse Region was struggling to fill essential positions. They reached out to Northwest Michigan Works! to inquire about the carpenter apprenticeship program, and see if it could help enhance their current training program to engage new talent. The competition for carpenters was tough and their Director of Operations knew they needed a fresh way to recruit a skilled workforce. She, along with an enthusiastic team, worked to develop a unique apprenticeship program that covered the technical and soft skills required for a position with this highly respected non-profit organization. The program took nearly a year to develop and was approved during a USDOL signing ceremony in May of 2022.

Matt Powell served as a volunteer for Habitat for Humanity and has some previous experience in carpentry. Through a series of conversations, Matt learned about the carpenter apprenticeship and that they were hiring for the position. Habitat for Humanity leadership recognized Matt's skills and dedication, offering him the full-time apprenticeship opportunity in July 2022. He now works with a committed mentor at a variety of job sites around northern Michigan, continuing to increase his carpentry skills as he helps to build sustainable homes for partner families.

The carpenter apprenticeship provides 2000 hours of on-the-job learning as well as 148 hours of related technical coursework through Northwestern Michigan College Extended Education, Ed2Go and Habitat for Humanity. The curriculum includes human-centered soft skills, safety instruction and builder's licensing training. The Northwest Michigan Works! Apprenticeship Specialist working with Matt learned he was struggling with completing the online courses due to only having a cell phone for accessing the materials. The Apprenticeship program was able to help Matt overcome this barrier by providing him with a laptop, as well as fuel assistance to help ensure his sustainability and employment. Such wrap-around services set both the employee and employer up for success.

"Habitat for Humanity is thrilled with the opportunity to partner with Northwest Michigan Works! on this entry level carpentry apprenticeship. Skilled construction workers are in high demand in our region and through this program, apprentices will be provided on-the-job training with related education, preparing them to advance their career in the construction trades."

—Angela Clem-Skeans, Director of Operations



Business Development

Business Services at a Glance



Northwest Michigan Works! collaborated with the Michigan Economic Development Corporation and regional Economic Development Organizations to conduct

91 & 26 virtual employer visits
onsite

During these visits, employers had the opportunity to learn more about the Going Pro Talent Fund, Industry 4.0 Technology (i4.0) grant, apprenticeships, On-the-Job Training (OJT), industry and partner referrals, and more.

55 Employer of the Day hiring events held, with **120+** job seekers attending

Over \$17,000

in On-the-Job training contracts

\$75,000

in i4.0 Technology Implementation grants awarded

Awardees' expected revenue increase over the next 2 years

\$2,210,000

4995

jobs posted by the Northwest Michigan Works! Business Services Team

150+

total employers engaged by Northwest Michigan Works! Business Services Team



Business Development

Business Services by County

Michigan Works! Business Services: Unique Companies Served by County, By Industry												
Industry	Antrim	Benzie	Charlevoix	Emmet	Grand Traverse	Kalkaska	Leelanau	Manistee	Missaukee	Wexford	Out of Region	Total
Agriculture, Forestry, Fishing	6	3	2	2	1	1	5	1	3	5		29
Mining, Oil and Gas Extraction					2	1			1			4
Utilities	1		1		4				1	2		9
Construction	7	1	7	19	24	6	4	5		3	4	80
Manufacturing	16	1	20	14	52	7	5	9	3	22		149
Wholesale Trade	1			1	13	1	1		1	4	1	23
Retail Trade	8	3	8	16	29	6	2	9	2	63	1	147
Transportation and Warehousing	1		2	3	14					9	5	34
Information					2		1	1		4		8
Finance and Insurance	1	1	1	4	8			3	1	10		29
Real Estate and Rental and Leasing	1		2	2	4					3		12
Professional, Tech Services		2	3	5	16		1			23	2	52
Management of Companies					3							3
Admin, Support, Waste Management		1		2	5	1	2	1		2		14
Educational Services	1		1	10	10	1		1		6	1	31
Health Care and Social Assistance	3		10	15	35	2	1	6	2	29	4	107
Arts, Entertainment, and Recreation	2	1	5	6	4			1		2		21
Accommodation and Food Services	6	2	8	15	10		3	5		19	3	71
Other Services	3	4	7	17	19		3	8		6	10	77
Public Administration	7	1	1	1	7	1	1	2	2	8	3	34
Total	64	20	78	132	262	27	29	52	16	220	34	934

Petoskey Farms Vineyard & Winery

Networks Northwest hosted a registered apprenticeship graduation ceremony in partnership with Petoskey Farms Vineyard and Winery. Graduating apprentices who were awarded their US Department of Labor Registered Apprenticeship Journeyworker credential included Derrick Vogel, Winemaker Journeyworker at Petoskey Farms Vineyard and Winery. Derrick completed his winemaker course and continues his work with Petoskey Farms Vineyard and Winery while preparing for his future by starting work on his own business and vineyard.

Other Journeyworker credentials were awarded for Painters, Medical Assistants, Soil Conservation Technician, Carpenter, Roofer, and Accounting Technician. Also attending the graduation were legislative representatives, educational providers, State of Michigan Department of Labor and Economic Opportunity Workforce Development Team, and employers. Employer partners received the Employer of Excellence award for their progressive participation in a US Department of Labor Registered Apprenticeship program.



Business Development Employer Testimonials



"Our representatives from Northwest Michigan Works! are always an incredible help! They are available to assist whenever we need [them], and are very timely with answering our questions. Our representatives truly care about us, our growing business, and the opportunities that come with it. We are so thankful for everything they do!"

—**Rachel Elder, Tasting Room Manager**



"For well over 14 years, Northwest Michigan Works! has provided our company with impeccable service regarding training dollars and workforce information/trends in our area. Our Business Service Representative is very responsive and is a wealth of knowledge when it comes to programs offered by Northwest Michigan Works!"

—**Kari Wineland, Human Resource Manager**

"Our Business Services Representative was on-site to visit with me as soon as I started my new position as Executive Director of the Bergmann Center. We were able to establish a customer service apprenticeship for special needs clients which we serve through our resale shop in Charlevoix. The Apprenticeships and Business Services Team were there assisting us with paperwork, marketing, and guiding us to grant funds. **Northwest Michigan Works! truly provides services which enable ALL citizens to benefit and become beneficial, independent members of society.**"

—**Chuck Hayes, Executive Director**



"Cadillac Fabrication has been able to take advantage of the Going Pro Talent Fund award in the past and hopefully in the future. **We have seen through some tough times that our core employees have stayed loyal to our company and we believe this helps with that.**

While we know that training is a critical component for development and growth, it is also one area that [requires] immediate discretionary spending. With the support of the Going Pro Grant, we have been able to develop our workforce and simultaneously meet the ever present demands of maintaining our budgetary spending. The team at Northwest Michigan Works! continues to help our business and we are grateful for this."

—**Kris Saller, Human Resources**





*"Implementing the On-the-Job training program was seamless as representatives from Northwest Michigan Works! worked with us each step of the way from introducing us to the program, walking us through the application process, and signing up new hires. In addition, the representatives went above and beyond by meeting onsite with our new hires applying to the program as they all lacked transportation in getting to the Michigan Works! office. **They truly care about helping people find work!**"*

—Brenda Byers, Human Resources Manager



*"The entire team at Northwest Michigan Works! and Networks Northwest have been SO helpful answering questions and providing direction to PDM Industries! They have been there every step of the way. We were able to recoup some of our onboarding costs with the Going Pro Talent Fund award we received. Training our new hires took production time away from our veteran employees and this grant helped defray that cost. We have been able to hire several new employees after working with the Business Services team. **I cannot thank your organization enough. I am thankful beyond words!"***

—Rodney Werly, Plant Manager



*"Northwest Michigan Works! has programs that Promethient has been able to take advantage of over the years. They have been able to help with getting the word out for new positions, guiding us through Going Pro Talent Fund award applications and more recently providing the connection and expertise to secure an i4.0 technology grant. We expect job growth and job retention as a result of this grant. **It is especially important for an early-stage manufacturing business to have agile partners who care about our success and who are willing to take action.** Northwest Michigan Works! is this type of partner."*

—Bill Myers, CEO

Talent Development

Going PRO Talent Fund

The Going PRO Talent Fund provides competitive awards to employers to assist in training, developing, and retaining current and new employees. Training supported by the Going PRO Talent Fund must be completed within one year from the date of the award and lead to an industry-recognized credential. As a result, employees' skills expand and improve, opening up opportunities for growth within the company, ultimately setting businesses and employees up for economic advancement.

In 2022, 28 businesses in Northwest Lower Michigan received a total of \$774,650 in awards which was used to train a total of 525 employees.

Northwest Clients by County					
County of Business	# of Awards	Amount Awarded	# of Employees Receiving Training	# of New Hires	# of Apprentices
Antrim	1	\$6,000	6	2	0
Benzie	4	\$132,844	69	15	30
Charlevoix	5	\$228,324	160	69	18
Emmet	3	\$55,590	36	19	2
Grand Traverse	13	\$320,753	227	43	5
Manistee	1	\$28,339	21	17	0
Wexford	1	\$2,800	6	1	0
REGION 2 TOTALS	28	\$774,650	525	166	55

Iron Fish Distillery

In 2022, Iron Fish Distillery in Benzie County embarked on a major expansion, planning a \$900,000 investment in new equipment and facility improvements, with a goal to triple production of its estate whiskey and enhance the customer experience for its 125,000 annual visitors. Already impacted by a limited labor force and given its lofty goals, Iron Fish reached out to Northwest Michigan Works! for guidance.

The Northwest Michigan Works! Business Team was instrumental in helping Iron Fish Distillery secure Going PRO Talent Funds to support current team members' training and provide On-the-Job training for new hires brought on board. Here is what Human Resources Manager Shelley Geyer has to say about the experience: "Through the Going PRO grant, we sent three core production team members to industry specific training. The entire team and distillation operation benefited with renewed energy and productivity. We are appreciative and thankful for Networks Northwest's support, training and funding."

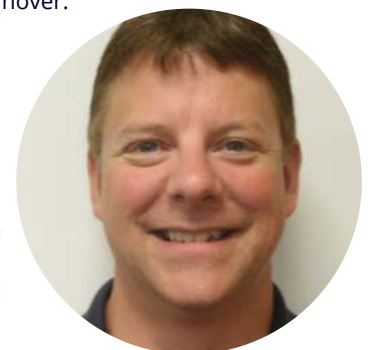


Circuit Controls Corporation

Circuit Controls Corporation is a manufacturer of automotive electrical terminals. It was established in the Petoskey area in 1959 and is part of the Yazaki Group. Its high-speed precision stamping presses and state of the art Gold plating equipment make it one of the world's leaders in automotive electrical components.

Here's what Human Resources Manager Bob Brazier has to say: "I have worked with Michigan Works & Networks Northwest for several years now. Staff have always been professional and extremely helpful whenever we needed assistance. Our Going Pro Talent Fund award was especially helpful. Changing technology requires a great company to invest in its employees in order to stay that way. This improves engagement and boosts morale, which then affects production efficiencies and turnover.

I really appreciate all the work that your teams put into the grant process. Thank you!"



Talent Development

Global Trade Alliance



Networks Northwest completed their fifth year of a five-year contract as the Regional Export Network (REN) host for all of Northern Lower Michigan and the Upper Peninsula. In 2022, the Global Trade Alliance was busy connecting local employers to export resources through social media, newsletters, and our organization websites. The Business Services Team conducted outreach and education across the region in order to connect companies with the right program and resources. These engagements were designed to help companies that are new to exporting altogether and some focused on preparing businesses for international trade shows.

Working with both local and state level partners the Global Trade Alliance was able to market trade show opportunities, trade missions, exporting focused webinars, and export related training. Employers were connected to training such as International Traffic In Arms or Export Administration Regulations and also were able to take advantage of international travel and in-country trade shows. Opportunities to participate in the International Trade and Development

Intern Program, and the Michigan Economic Development Corporation's Michigan State Trade Expansion Program (MiSTEP) were also highlighted.

The Global Trade Alliance continued its collaborations with the Michigan Economic Development Corporation (MEDC), Grand Traverse Area Manufacturing Council, Northwest Lower Michigan Industry 4.0 Consortium, Northern Initiatives, Northern Michigan Chamber Alliance, Networks Northwest Procurement and Technical Assistance Center, the Small Business Development Center, and the Northwest Michigan Works! Business Services Team.

Our partnership with MEDC and our local International Trade Manager will allow us to continue to serve and connect businesses with export resources to facilitate expansion of their international reach.

Global Trade Alliance Clients



**MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION**



Businesses served
50

*State Trade Export Program
grants totaling*
\$265,200

Export sales
\$27,754,316

Business Development

Northwest Michigan PTAC

The PTAC provides no-cost assistance to area businesses who want to sell their products and/or services to the government.

The mission of the Procurement Technical Assistance Centers (PTAC) is to enhance national defense and the economic development of the State of Michigan by helping area business secure local, state, and federal government contracts.

The Northwest Michigan PTAC serves the entire Upper Peninsula and the 10 counties throughout Northwest Lower Michigan.



**2 Offices Serving
25 Counties**

Businesses Served

164

Counseling Hours Provided

1,618

Government Contracts Awarded to Clients

\$69M

this does not include large businesses as defined by the SBA

Jobs Created or Retained

345



Connecting Business and Government through Training and Events

- Selling to the State of Michigan
- Doing Business and Matchmakers with the U.S. Forest Service and the National Park Service
- Overview of Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) Grants
- Michigan Aerospace Manufacturing Association (MAMA) - North American Space Summit

\$69m

*in Client Contract
Awards*



"PTAC gives the everyday person, the small entrepreneur, the ability to do work with the government, our government. This is critical because America is built and sustained by the creativity and hard-work of each and every person who has a dream to make this country, this world, a better place. The gears of government are intimidating but PTAC counselors help us knock on the doors to opportunity."

**—Karen Wright, Owner
Pause Breathe Proceed**

The Northwest Michigan Procurement Technical Assistance Center is funded in part through a cooperative agreement with the Defense Logistics Agency and in part by the Michigan Economic Development Corporation (MEDC).

Business Development

Success Stories

KMI

Kall Morris Inc. (KMI) of Marquette, Michigan is a space solutions company that removes and repurposes uncooperative objects in Earth orbit to protect critical space assets and continue building the future.

In October of 2020, KMI was new to government contracting so they contacted the Northwest Michigan PTAC for assistance with SAM.gov registration and pursuit of an SBIR/STTR for the development of space debris retrieval technology.

With PTAC assistance, KMI positioned itself for government contracting and submitted multiple STTR proposals, eventually winning three research contracts through the Air Force Research Laboratory (AFRL) worth \$750,000 in total (as of September 2022).

These awards have already enabled KMI to hire 10 additional staff members and they intend to hire more staff. KMI is also expanding into a larger and more permanent facility in the Marquette area.

Additionally, KMI staff have attended numerous classes and events hosted by the PTAC, including an in-depth proposal writing course. KMI continues to interact regularly with PTAC whenever staff members have questions about acquisition regulations/processes or wish to receive training on specific government contracting topics.

"Utilizing PTAC is the easiest and strongest recommendation I can make to other companies interested in contracting with the government themselves," said Troy Morris, Co-Founder & Director of Operations for KMI. "Working with our local PTAC, and guided by our representative Leo, KMI has been able to access, engage, and achieve with the US government nearly \$1 million in contracts, with opportunity and confidence for so much more."

*"PTAC clients range from one person shops to very large businesses, selling everything from cherries to manufactured weapon parts," said **Cathy Fairbanks, Northwest Michigan PTAC Regional Director.***

"Every client is different and it is very rewarding to help a small business like KMI who is doing such big things! To think we may have played a very, very small part in providing technology that cleans up space debris is incredible!"



Graceland Fruit, Inc.

Graceland Fruit, Inc. (GFI) in Frankfort, Michigan is a leading producer and global distributor of premium quality dried fruit ingredients for the food industry. GFI sells dried fruit (cherries, blueberries, cranberries) to the US Department of Agriculture for use in the National School Lunch Program, Emergency Food Assistance Program, and other government food and nutrition programs.

GFI has been a PTAC client for nearly 20 years, but more recently has been increasing its use of PTAC's no cost services. In the last four years, PTAC has provided GFI with over 150 hours of market research and one-on-one counseling, as well as five virtual training sessions. In the same time period, GFI has won over \$14M in USDA contracts for dried cherries and blueberries making a significant difference in the economy of Benzie County. While GFI is responsible for their own success, the PTAC has been a valuable resource providing them with pertinent information and technical assistance along the way.

"PTAC is essential to my USDA processing and bidding. The PTAC team is so very knowledgeable and goes above and beyond to assist me with, at times, urgent issues."

—Kerry Babion, Customer Sales and Service Manager, Graceland Fruit, Inc.



COMMUNITY DEVELOPMENT

Comprised of professional planning staff, the Community Development department of Networks Northwest garners collaboration for generating ideas aimed at achieving consensus on a range of subjects. The Community Development department offers services to communities and community-based organizations for the development of plans, strategic processes, grant writing, policy, and land use ordinance language. Community Development staff work directly with state and federal agencies to disseminate information concerning programs related to a wide range of land use topics including economic development, transportation, recreation, housing, food systems and agriculture, resource protection and hazard planning. The Community Development department is well qualified and continues to successfully convene and strategize for the needs of our region's residents, units of government, non-profits and business community.



➔ *Planning Policy and Housing: City of Charlevoix Master Plan*

➔ *EDA Trail Construction Grant in Northwest Michigan*

➔ *Hazard Mitigation Planning in Northwest Michigan*

➔ *Preparation for Establishment of the Metropolitan Planning Organization (MPO)*

Planning Policy and Housing: City of Charlevoix Master Plan

The City of Charlevoix has recognized the need for new and more housing units to support permanent residents who currently live in the community, or who wish to relocate to the city for work or family. Housing is such an important issue that Charlevoix has taken steps to address housing challenges within Master Plan Policy by creating a deed restriction program, allowing accessory dwelling unit (ADU) use in the central neighborhood district, and restricting the number of short-term rentals (STR) in certain residential districts. Similar to the region, housing needs in Charlevoix are brought upon by a number of causes including shortage in supply, changes in desired housing type, and housing that is available within the affordability range of local residents.

Necessary public input from the Charlevoix community was gathered for the Master Plan update. Community Development staff conducted surveys and responses were solicited through utility bills, the city's website and social media pages. A total of 637 responses were collected with a mail in response rate of 15 percent. The community survey asked 40 multiple choice or open-ended questions to gauge the community's satisfaction

with topics such as housing and neighborhoods, business and economy, transportation and infrastructure, energy, winter amenities, and general demographics and city government affairs. The items expressed in the Master Plan update are directly influenced by the results of the community survey.

The following "strongly influences" why people reside in Charlevoix:

87%
northern Michigan
location

81%
environment/natural
features

81%
safety &
security

Open-ended responses identified a want and need for affordable housing:

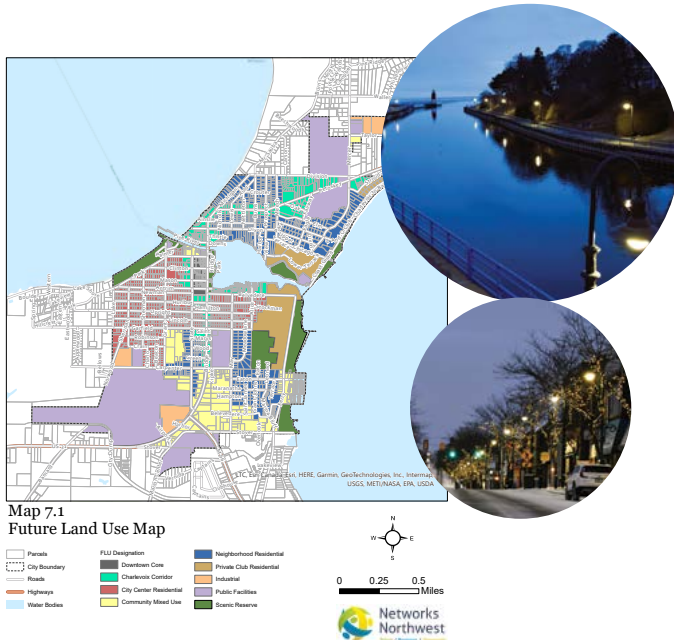
43%
use non-motorized
transportation EVERY DAY

80%
want power from
sustainable energy sources

73% said yes
local government
deals with issues

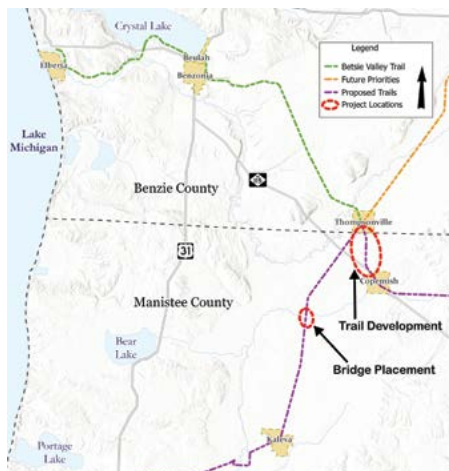
The Charlevoix Planning Commission also held monthly meetings throughout the process. Community input and discussions with local leaders set the goals and objectives for the plan, as well as a vision for the Future Land Use Plan (shown in inset). The Commission consolidated and reduced the number of districts to simplify policy and administration. The City Council adopted the 2022 City of Charlevoix Master Plan on November 21, 2022.

Community Development



Collaboration Leads to Successful EDA Trail Construction Grant In Northwest Lower Michigan

Networks Northwest partnered with the State of Michigan Department of Natural Resources on an application to the Economic Development Administration (EDA) for trail construction between Benzie and Manistee Counties, specifically linking the Villages of Thompsonville and Copemish with a constructed trail and placing a bridge over Bear Creek along a separate route between the Villages of Thompsonville and Kaleva. Historically, the Village of Thompsonville was known as the location of the “Diamond Crossing” where the Toledo, Ann Arbor and Northern Railroad line intersected the Chicago and West Michigan Railroad



lines. These railroad lines brought early pioneers and visitors to the region. The now vacated railroad beds, which are largely under state ownership, had been converted to a multi-use trail from Elberta to Thompsonville. This successful grant award of almost \$1.4

million from EDA continues the desired trail expansion along the established Betsie Valley Trail from Thompsonville to Copemish Village, and establishes the ability for snowmobile use and future year-round trail development between Thompsonville and Kaleva Villages.

\$1,391,280
EDA grant

\$347,820
Manistee County
Community
Foundation
matching grant

\$1,739,280
TOTAL project
funding

The nearly \$1.75 million dollar recreation investment was made possible with an almost \$400,000 matching grant from the Manistee County Community Foundation. Partnerships between state and local units of government along with non-profits and community groups, facilitated by Networks Northwest Community Development staff led to ease of support for the project. Successful grant writing to both the Economic Development Administration and the Manistee County Community Foundation by Community Development staff led to the successful upcoming implementation of the project. Community surveys consistently show that trails are very desirable to the residents of and visitors to Northwest Lower Michigan. Many benefits accompany trail development, including equitable access for all and bolstering of economic activity through year-round use of trails within our communities.

It is estimated that the development of this multi-use trail section and placement of a bridge over Bear Creek will provide **\$592,550.40 in direct spending per year in the adjacent communities.**

Promoting preservation of open space and access to those spaces increases user’s knowledge and connection to the environment, continuing a legacy of conservation: an ideal shared widely throughout Northwest Lower Michigan.

Hazard Mitigation Planning in Northwest Lower Michigan

Community Development staff have been working diligently with ten county and two tribal governments in our region to create new or updated 5-Year Hazard Mitigation Plans for each of their communities.

Nearly \$363,000 in pre-disaster mitigation grants have been awarded to Networks Northwest from the Federal Emergency Management Agency (FEMA) to help create updated hazard mitigation plans for Antrim, Benzie, Charlevoix, Emmet,

Community Development

Kalkaska, Leelanau, Manistee, Missaukee, and Wexford Counties and the Grand Traverse Band of Ottawa and Chippewa Indians Tribe; as well as the creation of a new plan for the Little River Band of Ottawa Indians Tribe.

The purpose of hazard mitigation planning is to reduce or eliminate long-term risk to human life and property from a hazard event. Most disasters or emergencies are caused by naturally-occurring events such as coastal erosion, severe storms or wildfires. Key components of creating and updating hazard mitigation plans include:

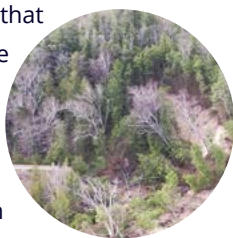
- Identifying hazards within the community (via online survey, public input & stakeholder meetings)
- Analyzing the risks posed by those hazards (via documented hazard events, environmental and infrastructure data, locations of vulnerable populations, and public input)
- Choosing specific actions that will mitigate those risks and prioritizing them

Under the Disaster Mitigation Act, state and local governments are required to adopt a state or local hazard mitigation plan approved by FEMA in order to qualify for federal hazard mitigation assistance grants. Hazard mitigation plans are valid for five years from the date of FEMA approval. Examples of FEMA-grant funded mitigation projects that local and county governments may pursue include: infrastructure improvements that mitigate flooding issues, generators for shelters, safe room construction, property acquisition, structure demolition or relocation, mitigation reconstruction, retrofitting of buildings and facilities, and wildfire mitigation.

For more information, please visit: www.nwm.org/hazardplan

Preparation for Establishment of the Metropolitan Planning Organization (MPO)

Networks Northwest Community Development staff members serve as administrative support for the Traverse Transportation Coordinating Initiative (TTCI) that serves as the coordinating body for representatives within the Traverse City census designated urbanized area, to discuss current and future transportation projects.



Originally formed in 1988 as the Grand Traverse Area Transportation Task Force, its goal was to investigate the long-standing issue of a bypass/beltline around Traverse City. In 1990, it was rebranded the Traverse City Transportation and Land Use Study (TC-TALUS) to better serve the region. In 2016, when it was believed that urbanized area designation was near, it was renamed as the Traverse Transportation Coordinating Initiative (TTCI).

In anticipation of meeting the MPO population threshold of 50,000, TTCI followed a similar format as a Metropolitan Planning Organization (MPO).

An MPO is a federally mandated and federally funded transportation policy-making organization that is comprised of representatives from local governments and governmental transportation authorities. On December 29, 2022 the United States Census Bureau announced that the Traverse City-Garfield urban area reached a population of 56,890 in the 2020 Census, meeting the eligible population threshold to become an MPO.

The MPO is designated by agreement between the governor and local governments that represent at least 75% of the affected population. An MPO designation allows such urbanized areas as Traverse City to carry out a metropolitan transportation planning process, resulting in additional federal dollars available for roads and transit in the Traverse City area. Due to the scarce transportation funding resources, the MPO provides a continuing, coordinated, and comprehensive transportation planning process so as to appropriately use funds following the region's shared vision. MPOs develop and maintain transportation plans. TTCI was designed to help guide the transition in becoming an MPO, in partnership with the Michigan Department of Transportation and Networks Northwest. TTCI has been able to provide consensus and support for this process, and eager to begin official MPO designation work in 2023.

"Staff with Networks Northwest have worked to maintain the community collaborative through TTCI for preparation of the eventual establishment of a Metropolitan Planning Organization (MPO) in our region. Through trusted communication, the planning area units of government are positioned and eager to move through the welcomed establishment process for the MPO."



—Beth Friend, Supervisor, East Bay Township

Financial Summary

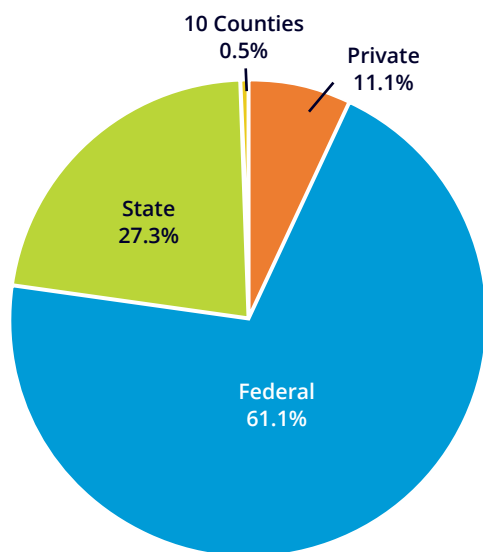
2022



Both of our legal entities, Networks Northwest and Northwest Michigan Works! Inc., received FY22 audits that contained no significant deficiencies of any kind.

Revenue by Source

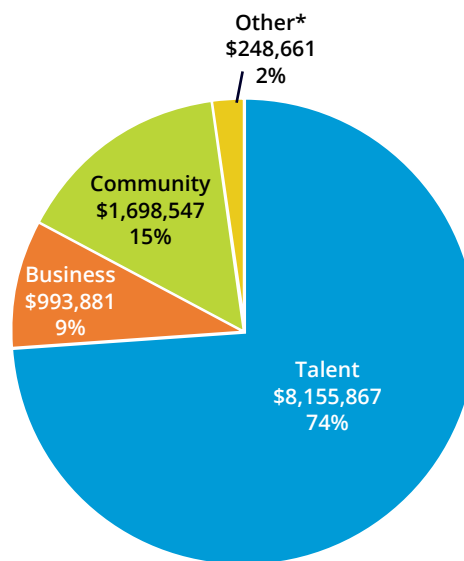
Fiscal Year 2022, Ending 9/30/2022



Expenditures by Service Category

Fiscal Year 2022, Ending 9/30/2022

Total: \$11,096,956

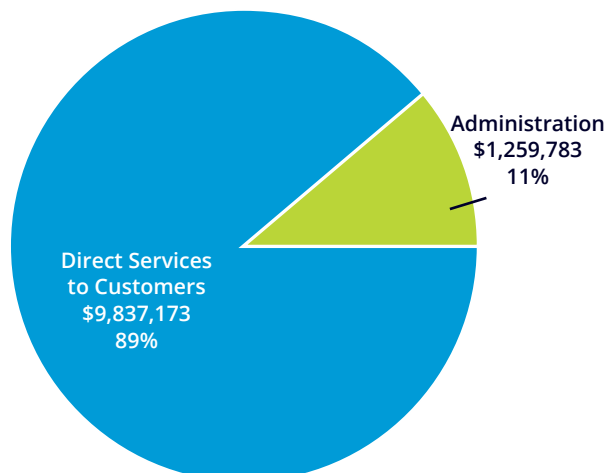


**Reserve Fund; Leave Fund: Pass-through funds*

Expenditures by Function

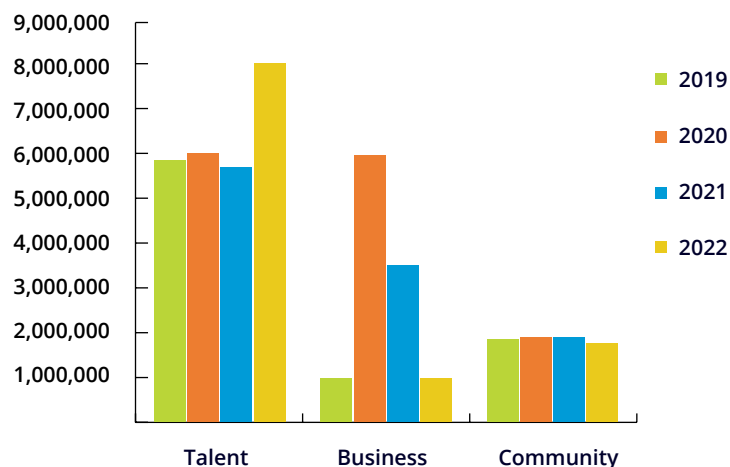
Fiscal Year 2022, Ending 9/30/2022

Total: \$11,096,956



Budget

2019 – 2022





TALENT



BUSINESS



COMMUNITY



**Networks
Northwest**

Talent / Business / Community

networksnorthwest.org

231.929.5000 28

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, August 16, 2023

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

Roll Call: Present- Commissioners Jason Mitchell, Michael Musta, Ben Townsend, Kathleen Adams, Michael Bush, Julie Theobald, Jason Baughan, Brian Potter and Gary Taylor.

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

ADD: J.5. Maintenance Department Truck Purchase

ADD J.6. Arts and Craft Show Vendor Application and Hold Harmless

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None*.

Presentation and Reports-

Will Love, Audit Manager for Rehmann, presented the Board with the unmodified, clean opinion for the audit of the 2022 financial year. He highlighted that this is a fly over view of the County as a whole, and that there is always the risk of something slipping through the cracks.

Mr. Love pointed out a few areas of the report and again noted that it was a clean opinion. There were two areas that were labeled as significant deficiencies when it came to ARPA funds. The first was the vendors used were not checked to see if they were ineligible for receiving federal funds. The other area was some of the reporting did not reconcile, which appeared to be a difference in fiscal year calendars.

Mr. Love was excited to say everything went very smoothly, and the letter was very clean.

MOTION by Comm Adams, seconded by Comm Musta to approve Wexford County's December 31, 2022 Financial Statements and Independent Audit.

Roll Call: Motion passed unanimously.

Public Comment-*None*

Consent Agenda

1. Approval of the August 2, 2023 Regular Meeting Minutes
MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. 2022 Financial Audit Review
MOTION by Comm Adams, seconded by Comm Musta to approve Wexford County's December 31, 2022 Financial Statements and Independent Audit.

Roll Call: Motion passed unanimously.

2. Public Hearing
MOTION by Comm Adams, seconded by Comm Bush to open the public hearing.

All in Favor.

The hearing was opened at 4:27. No comment from the public.

MOTION by Comm Theobald, seconded by Comm Musta to close the public hearing.

All in Favor.

3. Interagency Agreement Justice Diversion
MOTION by Comm Bush, seconded by Comm Theobald to approve the Wexford Missaukee Interagency Agreement for the Justice Diversion Program along with the updated Jail Diversion guidelines, as presented, and authorize the Chairman to sign on behalf of the County.

Roll Call: Motion Passed 9-0.

4. Victim's Rights Grant Agreement
MOTION by Comm Theobald, seconded by Comm Musta to approve the Victim's Rights Grant Agreement between Michigan Department of Health and Human Services and the County, in the amount of \$55,634, and authorize the Chairman to electronically sign on behalf of the County.

Roll Call: Motion Passed 9-0.

Administrator Porterfield made the request that the Board go back to the CBDG Program for a Motion to close 2021 and open 2022.

MOTION by Comm Potter, seconded by Comm Bush to closeout the 2021 CBDG Program.

Roll Call: Motion passed unanimously.

MOTION by Comm Potter, seconded by Comm Adams to open the 2022 CBDG program.

Roll Call: Motion passed 9-0.

5. Maintenance Department Truck Purchase

MOTION by Comm Baughan, seconded by Comm Musta to approve the purchase of a 2024 Chevy Silverado 2500 LT Crew Cab 4Wheel Drive Pickup with snowplow prep package from Berger Chevrolet in the amount of \$54,575.00 with \$45,000 coming from budget line 245-905-970.19, with the remaining \$9575.00 coming from fund balance and to waive the sealed bid process in accordance with Section I.5 of Policy D-1.0 Purchasing, Contracts, and Sales.

Comm Adams questioned if this was a truck being replaced. Maintenance Supervisor, Adam Kerr, explained that when the full time employee was added, they were unable to order a vehicle because GMC was not taking orders. They were finally able to order this in April.

Roll Call: Motion Passed 9-0.

6. Arts and Craft Show Vendor Application and Hold Harmless

MOTION by Comm Theobald, seconded by Comm Baughan to approve the presented Arts and Craft Show Vendor Application and Hold Harmless document to be used by the Northern District Fair Board to allow craft show vendors to operate on the County fairgrounds removing liability for loss and damages from the Fair Board and Wexford County.

Roll Call: Motion passed 9-0.

Administrator's Report-

Administrator Porterfield thanked Will for presenting to the Board. He explained that the issues with ARPA were his fault because he didn't know it needed to be done. He did note that some other counties were having vendors sign agreements stating they aren't barred from receiving. He promised it would be fixed going forward.

Budget work has begun, and he and Jami have been busy meeting with department heads. They went to the Sheriff's Department to go line by line over their budget.

He noted that he and Jami will both be attending the MAC conference in October. There are too many meetings for one person to attend by themselves. He felt they would miss out on a lot of information if they didn't both attend.

Mr. Porterfield stated Grand Traverse County would be hosting a meeting for Northern Lakes Community Mental Health to discuss a regional use for the opiate funds being received.

Correspondence-

Public Comments-

Liaison Reports-

Comm Townsend reminded everyone of the Wings and Wheels coming to the Airport on August 26th.

Comm Baughan attended the Wexford County School Safety meeting where everyone is getting ready for the school year. There were a few updates on grant funding for cameras in the schools. They also discussed doing a full scale exercise for something like an active shooter or bus accident to get everyone on the same page for handling.

Board Comments-

Comm Adams thanked Joe and Kristi for a clean audit.

Comm Theobald thanked all employees involved in the audit for a clean audit.

Comm Potter highlighted that almost \$1million in the budget came from vacancies in departments. He reminded everyone that things need to be tightened.

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:39 p.m.

All in favor.

Gary Taylor, Chairperson

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 sixth day of September 2023, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

**RESOLUTION NO. 23-15
EXTENDING APPRECIATION FOR
KRISTIE PISKOR'S DEDICATED SERVICE**

WHEREAS, the Wexford County Board of Commissioners would like to personally thank Kristie Piskor for her commitment to Wexford County for over the past twenty-six years. Kristie worked with dedication and pride to meet the needs of Wexford County; and

WHEREAS, Kristie began her career with Wexford County on August 22, 1997 as a Corrections Officer serving the Wexford County Sheriff's Office; and

WHEREAS, Kristie served as a Corrections Officer Sergeant for four years.

NOW, THEREFORE BE IT RESOLVED that the Wexford County Board of Commissioners wishes you the best in your future endeavors and once again thanks you for your efforts for over the past twenty-six years while you served Wexford County as a very dedicated and appreciated employee.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina Nyman, Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF WEXFORD)

I hereby certify that the forgoing is a true and complete copy of the Resolution 23-15 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on September 06, 2023, and I further certify that public notice of such meeting was given as provided by law.

Alaina Nyman, Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources/Public Safety and Finance and
Appropriations Committee

FOR MEETING DATE: September 06, 2023

SUBJECT: Elections Coordinator Deputy Clerk Position

SUMMARY OF ITEM TO BE PRESENTED:

Due to recent election law changes that will require a significant increase in workload for the County Clerk's Office, the Clerk is requesting the addition of a full-time Elections Coordinator Deputy Clerk position to her roster.

Grant monies may be available to cover this position for 2024. Grant guidelines were released on August 18th with a submittal deadline of September 8th. Clerk Nyman is requesting the position be filled this year in order to gain experience in the November election.

The position description approved at the last Human Resources/Public Safety Committee meeting follows.

RECOMMENDATION:

The HR/PS Committee and Finance Committee forward a recommendation to the full board to approve adding the position to the Clerk's roster at an L5 wage level.



WEXFORD COUNTY POSITION DESCRIPTION

Position: Elections Coordinator Deputy Clerk

Adopted: August 22, 2023

Summary

Under the direction of the County Clerk and direct supervision of Chief Deputy Clerk. Responsible for the coordination of all election related functions within Wexford County Clerk's Office. Ensures substantive and procedural compliance with all federal, state, and local statutes and regulations governing elections. Coordinates the staging of elections with local unit clerks, school boards, and other entities that elect candidates to office and/or are required to submit millages. Provides technical support for all cities, townships, school districts and special districts within Wexford County. Performs a variety of functions required to ensure fair, free, accurate and cost-effective elections.

Responsibilities and Essential Duties and Functions

An employee in this position may be called upon to do any or all of the following essential duties: (These examples do not include all of the duties which the employee may be expected to perform.)

1. Develops, designs, and implements plans for local, county, state, and federal elections in accordance with the Michigan elections calendar.
2. Receives and responds to requests for information, candidate filings and petitions. Reviews ballot petitions for substantive and procedural compliance in preparation for verification of signatures. Trains staff to receive filings and petitions. Determines eligibility for placement on ballot in accordance with Michigan election law.
3. Receives and reviews campaign finance and filing documents. Trains staff to receive campaign finance documents. Notifies candidates of errors, omissions, required corrections, and filing deadlines. Collects filing fees, fines, and additional charges.
4. Responsible for the preparation and timely posting of all legal notices pertaining to elections in compliance with State and Federal regulations.
5. Maintains the county voter registration database, processing new registrations and inputting address and other changes from amended registrations. Prepares quarterly invoices to the state for voter registration processing fees.
6. Coordinates with local units of government and equipment vendors for repair, replacement, and procurement of additional devices.
7. Programs election software to produce ballots for all Wexford County jurisdictions, to accumulate all precincts into single canvassed statement of votes and in a format that will upload to county website for Election Night results reports.
8. Distributes all ballots, supplies and materials to local jurisdictions.
9. Under the direction of the County Clerk, develops, revises, and updates all election training materials for local election officials and precinct workers in accordance with State and Federal election law. Responsible for conducting election worker training and re-certification training prior to every election.

10. Set-up, maintain, and organize nine day early voting precinct locations within the County building.
11. Serves as the administrative assistant to the County Election Commission, School District Election Coordinating Committees and County Board of Canvassers. Serves as liaison between 18 local jurisdiction clerks and the Michigan Bureau of Elections.

Essential Qualifications, Knowledge, Skills and Abilities for Employment

All of the following qualifications, knowledge, skills, abilities and duties are essential. An employee in this class, upon appointment, should have the equivalent of the following:

1. Ability and desire to learn Michigan Election Law (Act 116 of 1954, as amended); the Fannie Lou Hamer, Rosa Parks and Coretta Scott King Voting Rights Reauthorization and Amendments Act of 2006; the Help America Vote Act (Public Law 107-252); National Voter Registration Act of 1993; The Uniformed and Overseas Citizens Absentee Voting Act; the Military and Overseas Voting Act, Michigan Compiled Law Chapter 168 and the Federal Election Campaign Act of 1974.
2. Ability and desire to learn a variety of voting equipment and the ability to program operating software and troubleshoot software and hardware issues.
3. Computer literacy and a working knowledge of Microsoft Word processing, spreadsheet, and database management applications.
4. Good time management and organizational skills.
5. Good oral and written communications skills.
6. Excellent interpersonal and human relations skills.
7. Ability to interact positively and professionally with local unit clerks, school district employees, registered and prospective voters, prospective candidates for office, petition filers, voting machine vendors and helpdesk technicians, operating supply vendors, members of the Board of Canvassers, community and business representatives, and members of the public with widely divergent socio-economic and cultural backgrounds and varying levels of communication skills.
8. High School Diploma or equivalent
9. Must have sufficient visual acuity, with or without corrective lenses, to visually inspect printed ballots for errors and verify readouts from optical scanners and tabulators.
10. Must have sufficient manual dexterity to code test decks and operate keypads.
11. Must have sufficient strength and dexterity to lift voting equipment weighing approximately 40 lbs. with or without mechanical or other assistance.
12. Michigan Driver License. Work is generally performed in a normal office environment.

**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.

Sales Quotation

August 9, 2023

☒ Replacement System ☐ New System

QUOTE #:	BILL TO:	SHIP TO:
ID Networks, Inc. 7720 Jefferson Road Ashtabula, Ohio 44004 Phone 800-982-0751 Fax 440-992-1109 E-mail jwheelock@idnetworks.com Rep Name John Wheelock Web Site www.idnetworks.com	Company Contact Address Julie Henry Office Manager Wexford County Sheriff's Office 1015 Lincoln St. Cadillac, MI 49601 Ph: 231-779-9216 jhenry@wexfordcounty.org Phone Fax E-mail Website	Company Contact Address Phone Fax E-mail Method

Item	Part #	Description	Qty	Unit Price	Extended Price
1	PALM-SCANNER	LSCAN 500 Palm Scanner Upgrade	1	\$9,995	\$9,995
2	SUPPLYKIT-500	LSCAN 500 Supply Kit (5 silicone pads & 5 tape cleaner pads)	1	\$298	\$298
3	PC-WIN10	Windows 10 64-bit PC (no charge - if current on maintenance) - IDN will decide if current PC can be upgrade or will need to be replaced.	1	\$900	\$0
4	DL SCANNER	Driver's License Scanner - All 50 States (Both OCR of data & DL Photo)	1	\$595	\$595
5	TS-IMPLEM-REMOTE	Remote Installation & Training (no charge - if current on maintenance)	1	\$495	\$0

Pricing: ☒ State ☐ Federal ☐ Commercial **Sales Tax:** ☐ Non Exempt ☒ Exempt

Payment Terms:
☒ Net Terms ☐ Contract ☐ 50% Down, Balance due upon installation

Subtotal: \$10,888
Sales Tax:
Shipping & Handling:
Other:
TOTAL: \$10,888

Notes: Price only valid for paying service customers.
 Annual service fees will increase for palm upgrade. Each agency will be reviewed individually to determine the adjusted annual fee.

Customer Approval: _____
 Name Title Signature Date
 PO #: _____



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

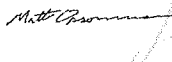
Dear Sheriff Taylor:

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 Ojpcompliance@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 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.

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"/> July 1, 2023 – September 30, 2023	
<input type="checkbox"/> April 1, 2023 – June 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			
<p>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.</p>			
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:	

PURCHASE ORDER 23-3135

PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS, & PACKAGES

Requested By:

Wexford County Sheriff's Office
Julie Henry
1015 Lincoln St.
Cadillac, MI 49601

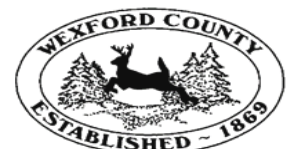
Quote/Invoice Number:

QTY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
1	Palm Scanner	\$9,995.00	\$9,995.00
1	Supply Kit	\$298.00	\$298.00
1	Windows 10 PC	\$900.00	\$0.00
1	Driver's License Scanner	\$595.00	\$595.00
1	Remote Installation and Traning	\$495.00	\$0.00
	Grand Total:		\$10,888.00

CONDITIONS: GOODS ARE SUBJECT TO INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND FULLY. IF UNABLE TO COMPLETE ORDERS AS WRITTEN, NOTIFICATION MUST BE PROMPT.

Joe Porterfield, County Administrator

Copies:
Requestor
Administration Office
Clerk's Office



FY2024 LETTER OF AGREEMENT
FOR PUBLIC ACT 2 (PA2) FUNDED SERVICES

THIS LETTER OF AGREEMENT is made and entered into by and between the Northern Michigan Regional Entity, whose administrative offices are located at 1999 Walden Dr, Gaylord, MI 49735 (hereinafter referred to as the "Payor"), and the Wexford County Sheriff's Office whose principal place of business is located at 1015 Lincoln St, Cadillac, MI 49601 (hereinafter referred to as the "Provider").

RECITALS:

WHEREAS, the Payor is a community mental health regional entity formed under 1974 P.A. 258, MCL 330.1001 et seq., (the "Mental Health Code"), specifically MCL 330.1204b, by five (5) community mental health services programs ("Participating CMHSPs") for the region designated by the Michigan Department of Community Health ("MDHHS") as Region 2;

WHEREAS, the Payor, pursuant to an agreement with MDHHS, serves as the prepaid inpatient health plan ("PIHP") under 42 C.F.R. Part 438 that manages: the 1915(b) Specialty Supports and Services Program Waiver in conjunction with the 1915(c) Habilitation Supports Waiver Program (the "Concurrent 1915(b)/(c) Programs"); the Healthy Michigan Plan under Section 1902(2)(10)(a)(i)(viii) of the Social Security Act; and the SUD Community Grant Programs by serving as the coordinating agency for the treatment and prevention of substance use disorder services, under 2014 P.A. 500 (the "MDHHS/PIHP Master Contract");

WHEREAS, pursuant to the MDHHS/PIHP Master Contract, the Payor receives funding to provide and/or arrange for the provision of substance use disorder ("SUD") prevention and/or treatment services ("SUD Services").

WHEREAS, pursuant to Public Act 206 of 1893, Section 24e, paragraph 11, the Payor receives liquor tax funds, also known as PA2 funds, from each of the counties of the region for the expressed purpose of local use in SUD treatment, intervention, and prevention services; and

WHEREAS, the Provider is qualified to provide and has experience providing SUD treatment, prevention, or intervention services; and

WHEREAS, the Payor desires to engage the Provider and the Provider desires to be so engaged to provide SUD services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** by the Payor and by the Provider hereto as follows:

1. The purpose of this Letter of Agreement is to set forth the terms and conditions whereby the Payor agrees to obtain PA2 funded SUD Services from the Provider, and the Provider agrees to deliver said services to the Payor.

2. This Letter of Agreement shall commence on October 1, 2023 through September 30, 2024.

3. Nothing in this Letter of Agreement shall be construed as requiring either the Payor or the Provider to extend or renew this Letter of Agreement or to enter into any subsequent agreements.

4. Notwithstanding any other provision in this Letter of Agreement to the contrary, either the Payor or the Provider may terminate this Letter of Agreement for any reason by providing the other party with 30 days prior written notification. Any material breach of this Letter of Agreement may result in either party's immediate termination of this Letter of Agreement, with said termination effective as of the date of delivery of written notification to the other party. Any termination of this Letter of Agreement shall not relieve either party of the obligations incurred prior to the effective date of such termination.

5. This Letter of Agreement is contingent upon the Payor's receipt of sufficient PA2 funds, upon the terms of such funding as appropriated, authorized and amended, upon continuation of such funding, and sufficient collections of consumer fees and third-party reimbursements, as applicable.

6. The Provider shall deliver to the Payor specific services as stated in **ATTACHMENT A: APPROVED PROJECTS, DATES, AND FUNDING AMOUNTS** of this Agreement based upon the original Proposed Statement(s) of Work as approved by Payor and shall submit Quarterly Reports of these services.

7. The Provider shall deliver the Payor-ordered services under this Letter of Agreement in keeping with results, deadlines, and applicable schedules, as authorized by the Payor's CEO or CEO's designee. The Provider agrees to provide Payor with access to service-related documentation and records to evaluate, through inspection or other means on a retrospective or current basis, the appropriateness, quality, and timeliness of services performed by the Provider and Provider's compliance with the Payor's standards required hereunder.

8. The Provider shall use the payor's Financial Status Report (FSR), which is incorporated by reference into this Letter of Agreement and made a part hereof, to bill the Payor via the Payor's sharefile platform. Payor shall pay the Provider for Payor-approved services delivered by the provider hereunder. The Provider's monthly submittal of an FSR hereunder for payment by the Payor constitutes the Provider's verification that the services have been delivered. The Payor shall authorize and process payments to the Provider within thirty (30) days following receipt of a complete and accurate billing statement from the Provider. Provider shall provide access to financial records and documentation supporting FSR submissions.

9. This Letter of Agreement shall be construed according to the laws of the State of Michigan. The Provider shall adhere to all applicable federal, State and local laws, ordinances, rules and regulations while delivering supplies, goods, and/or services pursuant to this Letter of Agreement. The Payor retains full oversight and monitoring responsibility and authority for all activities under this Agreement, and all activities must be carried out in accordance with applicable State and federal laws and regulations, and the Payor policies and standards.

10. The Provider, as required by law, shall not discriminate in its delivery of services to any party on the basis of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs. In delivering services under this Letter of Agreement, the Provider shall adhere to all applicable federal, State, and local laws, ordinances, rules and regulations prohibiting discrimination. Breach of this section shall be regarded as a material breach of this Letter of Agreement.

11. It is expressly understood and agreed by the parties hereto that the Provider is an independent contractor. The Provider shall in no way be deemed to be and shall not hold himself or herself

out as an officer, employee, servant, agent, or subcontractor of the Payor and shall not be entitled to any fringe benefits from the Payor, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, and longevity. The Provider shall be solely responsible for compensating its officers, employees, servants, agents, and subcontractors, *if any*, and thereby for withholding and payment of all applicable taxes. The Provider, as required by law, shall be solely responsible for providing workers' compensation coverage and unemployment insurance coverage for its employees and for ensuring that its subcontractors, if any, do the same. The Provider, as required by law, shall conduct criminal background checks as a condition for employment.

12. All aspects of this Letter of Agreement covered by confidentiality provisions and Recipient Rights, records/information provisions such as: 42 CFR Part 2, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended (HIPAA) and HITECH- Health Information Technology for Economic and Clinical health act, as title XIII of division a and title IV of division B of the ARRA as it pertains to the services that the Payor purchases and the Provider provides under this Agreement, the Provider ensures that it is in compliance with said requirements and any federal and State laws, and policies of the payor shall be adhered to by the parties hereto

13. The Provider, at its own expense, shall protect, defend, indemnify and hold harmless the Payor, and its elected and appointed officers, employees, servants and agents from all claims, causes of action, demands, liabilities, losses, damages, costs, and expenses, that they may incur as a result of any acts, omissions, or negligence by the Provider that may arise out of this Agreement. The Provider's indemnification and hold harmless responsibilities under this Section shall include the sum of claims, damages, costs, lawsuits and expenses which are in excess of the sum reimbursed to the Payor elected and appointed officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Provider pursuant to the requirements of this Agreement.

14. The Provider shall procure, pay the premiums on, keep and maintain during the term of this Agreement appropriate insurance coverages with contractual coverage of amounts sufficient to meet its obligations under this Letter of Agreement provide evidence to Payor upon request.

15. No failure or delay on the part of any of the parties to this Letter of Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. In no event shall the making by the Payor of any payment to the Provider constitute or be construed as a waiver by the Payor of any breach of this Letter of Agreement, or any default which may then exist, on the part of the Provider, and the making of any such payment by the Payor while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Payor in respect to such breach or default.

16. The provider shall not assign, subcontract, or otherwise transfer the Provider's duties and/or obligations under this Letter of Agreement without the prior written approval of the Payor.

17. Modifications, amendments, or waivers of any provision of this Letter of Agreement may be made only with the written mutual consent of the payor and the provider.

18. This Letter of Agreement and the additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Letter of Agreement or any part thereof shall have any validity or bind either of the parties hereto.

19. Any and all notices, designations, consents, offers, acceptances or other communications herein shall be given to either party, in writing, by receipted personal delivery, deposited in certified mail addressed to the addressee shown below (unless notice of a change of address is furnished by either party to the other party hereto) and with return receipt requested, effective upon receipt, or by electronic medium that is acceptable to each party and legally binding:

Notice to Payor should be addressed to: Eric Kurtz, CEO, NMRE, 1999 Walden Dr., Gaylord, MI 49735. Email: providersupport@nmre.org.

Notice to the Provider should be addressed to: Sherriff Trent Taylor, Wexford County Sheriff's Office, 1015 Lincoln St, Cadillac, MI 49601, Email: ttaylor@wexfordcounty.org.

20. If any provision of this Letter of Agreement is declared by any Court having jurisdiction to be invalid, such provision shall be deemed deleted and shall not affect the validity of the remainder of this Letter of Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Letter of Agreement, this Letter of Agreement shall terminate as of the date in which the provision was declared invalid. This Letter of Agreement is not intended by the payor or the Provider to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

21. The persons signing this Letter of Agreement on behalf of the parties hereto certify by said signature that they are duly authorized to sign this Letter of Agreement on behalf of said parties and that this Letter of Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and the year first above written.

PAYOR:

Eric Kurtz, CEO

Date

PROVIDER:

Trent Taylor, Wexford County Sheriff

Date

ATTACHMENT A: APPROVED PROJECTS, DATES, AND FUNDING AMOUNTS

PROJECT NAME: Preliminary Breath Test Project
DATE RANGE: October 1, 2023 – September 30, 2024
TOTAL FUNDING APPROVED: \$6,424.00
FSR NUMBER: 24-0027

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance and Appropriations Committee
FOR MEETING DATE: September 06, 2023
SUBJECT: Building Department Inspector Increases

SUMMARY OF ITEM TO BE PRESENTED:

The Building Department is requesting approval from the Board of Commissioners to increase the hourly rate from \$25/hour to \$40/hour for the Building Department's three temp part-time inspectors. This request comes from having difficulties being able to employ inspectors at the current rate.

Following are the calculations for the total annual increase to the Building Department's budget.

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to approve a wage increase for inspectors to \$40/hour, effective Monday, September 18, 2023.

Emp. Type	Job Description	Annual Hours Worked	Current Rate 2023	Annual Pay 2023	FICA	Annual Workers Comp	Total Annual Costs
Temp/Parttime	Electrical Inspector	450	\$25.00	\$11,250	\$861	\$146	\$12,257
Temp/Parttime	Mechinal Inspector	425	\$25.00	\$10,625	\$813	\$138	\$11,576
Temp/Parttime	Plumbing Inspector	425	\$25.00	\$10,625	\$813	\$138	\$11,576
							\$35,409

Emp. Type	Job Description	Annual Hours Worked	Proposed Rate	Annual Pay 2023	FICA	Annual Workers Comp	Total Annual Costs
Temp/Parttime	Electrical Inspector	450	\$40.00	\$18,000	\$1,377	\$234	\$19,611
Temp/Parttime	Mechinal Inspector	425	\$40.00	\$17,000	\$1,301	\$221	\$18,522
Temp/Parttime	Plumbing Inspector	425	\$40.00	\$17,000	\$1,301	\$221	\$18,522
							\$56,655

Total Annual Increase:	\$21,246
------------------------	----------

Premier Realty Co., LLC.
jim@premierofcadillac.com

216 Cass Street
Cadillac, MI. 49601

231-775-7980
231-775-7981 fax

LISTING AGREEMENT ADDENDUM

MLS Number _____

I/We COUNTY of WEXFORD
as the owners of the property located at:
820 S. CARMEL

do hereby request that Premier Realty Co. LLC change the following terms of the listing agreement on the above named property.

1. Extend the expiration date to: 1-27-2024
2. Change the asking price to: \$150,000
3. Other changes: _____

I/We agree that this Listing Agreement Addendum with the above expiration date extension, price change or other term changes shall not invalidate or change the present listing contract, except to the extent as specified herein. I acknowledge receipt of a copy of this agreement.

Date _____
Seller

Date _____
Seller

Date _____
Broker/Sales Associate

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 the motion.				
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: 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
250-000-980.00	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 _____



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
245-905-970.19	PIC Maint. Dept.	\$ 9575.00	\$
101-101-699.00	Approp. Fund Bal.	\$	\$ 9575.00
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$ 9575.00	\$ 9575.00


Department Head Signature

8-17-23
Date

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

(For Treasurer use only)

B.A. Number _____

Date _____

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: County Clerk
FOR MEETING DATE: September 06, 2023
SUBJECT: Appointments to the Board of Canvassers

SUMMARY OF ITEM TO BE PRESENTED:

The terms of two members of the Board of County Canvassers will be expiring on November 1, 2023 (one Republican member and one Democratic member). Michigan election law provides that the expired terms must be filled as follows:

- Because our County has two Congressional Districts, the Congressional District Chairs of the parties must submit the nominees in lieu of the county party. Both the Republican and Democratic Congressional District Chairs worked with the county party chairs to provide the nominees by September 1, 2023.
- The County Board of Commissioners is required to fill the two vacancies on the Board by electing a Republican and a Democratic member from the submitted names. Michigan election law specifies that the County Board of Commissioners use ballots when filling the seats. However, the Open Meetings Act prohibits a voting procedure of a public meeting which prevents citizens from knowing how members of the public body have voted, a “secret” ballot process cannot be employed by the Board of Commissioners when filling the positions.
- The County Clerk is required to notify the appointees within five days.
- Clerk Nyman will present names at the Board Meeting.

8/29/23

Alaina Nyman

Wexford County Clerk

437 East Division

Cadillac MI 49601

Dear County Clerk Nyman,

I am writing regarding my interest in serving on the Wexford County Board of Canvassers. While although I am interested, I do not know if my personal schedule will allow me to regularly participate in Board business. The fact is that even though I am retired, my wife Sue and I travel a lot. A good example is this coming November's General Election. We will be out of town from Election Day on the 7th until Sunday the 12th. I do not know how immediately the Board meets after an election if completed. And I cannot say if future elections will be affected by travel plans.

I am not pulling myself out of contention for a Board position. While I do not have election experience, I taught Social Studies at the High School level for 26 years which included courses in government and civics. In addition, I advised delegates from Cadillac High School in the YMCA's Youth in Government Program for over 20 years.

So rather than pull my name, I will leave it up to you to consider my availability restraints and let me know what you decide. Please contact me if you desire any more information from me.

Respectfully,

A handwritten signature in black ink, appearing to read 'William Allen', with a long horizontal flourish extending to the right.

William Allen

Ps. I will be unavailable for the September 6th meeting as well.

To Whom It May Concern:

I feel that being on the Wexford Board of Canvassers is a way of participating in the electoral process at a local level in an honest and accurate bipartisan manner. I have been a part of several election certification cycles, I understand the procedures and have the time to continue as a canvasser. Those of us who have checked the ballot numbers before work together well and take the job seriously. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "David R. Bunce". The signature is written in dark ink and is positioned below the word "Sincerely,".

David R. Bunce

Wexford County Planning Commission or Board of Commissioners
437 E Division St
Cadillac, MI 49601

Date: August 29, 2023

Pursuant to the Michigan Planning Enabling Act (Act 33 of 2008), this letter is to inform you that Manistee County will commence a master planning process beginning September 7, 2023. The draft master plan, when available, will be sent by electronic mail unless otherwise requested by the recipient of this notice.

Zach Vega, AICP
P: 231-342-0903
E: zach.vega@networksnorthwest.org