



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 20, 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
 - MSUE Report (*Eric Karbowski, MSUE District 6 Director*)
- 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 September 06, 2023 Regular Meeting Minutes..... 1
- J. AGENDA ITEMS
 - 1. Infrastructure Alternatives Inc. Water Connection (*Executive 09/12/2023*) 6
 - 2. DHHS Grant Agreement Amendment with Friend of Court (*Executive 09/12/2023*)..... 10
 - 3. Energy Assistance Support Letter (*Executive 09/12/2023*) 47
 - 4. MSUE Agreement for Services (*Finance 09/14/2023*) 51
 - 5. Sheriff’s Office – PBT Supplies Purchase (*Finance 09/14/2023*) 56
 - 6. Clerk’s Office Agreement for Election Services 58
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
 - Pescador – 2023 Budget for the Remedial Action Plan – Wexford County Landfill 75
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator’s office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, September 6, 2023

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

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

Absent- Jason Mitchell.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

ADD: J.9. MERS Delegate

ADD J.10. FOIA Response Appeal

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None.*

Presentation and Reports-

Terry Vandercook, CEO of Networks Northwest, came before the Board to present their annual report for 2022. Because of the counties very important financial contribution, he felt the information needed to be presented.

Mr. Vandercook highlighted several of the programs they specialize in including adult education, where they currently have 15 enrolled in the program, apprenticeships, where they are currently partnering with employers like 9&10 News and Munson Healthcare, as well as Jobs for Michigan Graduates where they help at risk youth stay in school. The first program in the state is currently in Mackinaw Trail Middle School.

Mr. Vandercook thanked the Board for the space that has been utilized at the Lake Street location, but they will be moving to a new location. He thanked them for the relationship with the County.

Public Comment-*None*

Consent Agenda

1. Approval of the August 16, 2023 Regular Meeting Minutes

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

All in favor.

Agenda Items

1. Resolution 23-15 Extending Appreciation for Kristie Piskor
MOTION by Comm Theobald, seconded by Comm Adams to approve Resolution 23-15 Extending Appreciation for Kristie Piskor's Dedicated Service.

Roll Call: Motion passed unanimously.

2. Elections Coordinator Deputy Clerk Position
MOTION by Comm Theobald, seconded by Comm Potter to approve adding the Elections Coordinator Deputy Clerk Full-Time Position to the Clerk's roster at an L5 wage level.

Roll Call: Motion passed 8-0.

3. Sheriff's Office Request-Purchase Order Livescan Palm Scanner
MOTION by Comm Adams, seconded by Comm Theobald to waive the sealed bid process in accordance with Section I.5 of policy D-1.0 Purchasing, Contracts, and Sales, and approve the purchase of the Livescan Palm Scanner in the amount of \$10,888.00, and to approve the reimbursement grant agreement with the Michigan State Police and authorize the Chairman to sign.

Roll Call: Motion Passed 8-0.

4. Sheriff's Office Grant Agreement-Northern Michigan Regional Entity PA 2
MOTION by Comm Baughan, seconded by Comm Theobald to approve the Fiscal Year 2024 Letter of Agreement for Public Act 2 Funded Services with the Northern Michigan Regional Entity and authorize the Sheriff to sign.

Roll Call: Motion Passed 8-0.

5. Building Department Inspector Increases
MOTION by Comm Theobald, seconded by Comm Adams to approve the wage increase for inspectors to \$40/hour, effective Monday, September 18, 2023.

Commissioner Musta pointed out that this was discussed at Finance and falls in line with other counties. They are hoping to draw people to the position.

Commissioner Theobald added that they may still struggle to find people to fill the position.

Roll Call: Motion Passed 8-0.

6. Premier Realty Listing Agreement Addendum

MOTION by Comm Adams, seconded by Comm Bush to approve the Listing Agreement Addendum changing the listing price to \$150,000 for 820 S. Carmel Street, and to extend the listing expiration date to January 27, 2024, and authorize the Chairman to sign.

Roll Call: Motion passed unanimously.

7. Budget Amendment

MOTION by Comm Theobald, seconded by Comm Musta to approve the Budget Amendments dated September 6, 2023.

**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.				

Roll Call: Motion passed unanimously.

8. Appointments to Board of Canvassers

Clerk Nyman explained to the Board that there were two seats whose terms were expiring; one democrat and one republican. Statute states that the Board must vote by ballot, however, the Open Meetings Act prohibits any secret voting. The ballots handed out had a signature line for each commissioner to sign once voted.

It was questioned where these names came from. Clerk Nyman explained that because our county falls into two congressional districts, the chair of each congressional party district for the Republican and Democratic parties worked with local party chairs to provide the names.

After the vote, Patrick Cherry was appointed for the republican party, and David Bunce was appointed for the democratic party.

9. MERS Delegate

MOTION by Comm Theobald, seconded by Com Potter to approve designating HR Director/Deputy Administrator, Ms. Bigger, as the Office Delegate to attend the MERS Conference for 2023.

Roll Call: Motion passed 8-0.

10. FOIA Response Appeal

Deputy Administrator Bigger explained to the Board that a FOIA request was received for the video of the interview with Kyle Dickinson. The person making the request was given the option of accepting the video with no audio or coming in in person to view the video. The reason being is a portion of the video would need to be redacting to protect certain identifying information, as well as the interviewers tactics and strategies.

The Sheriff's Department does not currently have the software to do that. Michigan Law does not require them to go buy that software to fulfill this request. It is a costly software that is not currently in the budget. Administrator Porterfield recommended denying the request because options had been given.

MOTION by Comm Potter, seconded by Comm Baughan to uphold the denial of request and authorize the Board Chair to issue a written response to the appeal.

Roll Call: Motion passed 8-0.

Administrator's Report-

Administrator Porterfield thanked Terry for coming to the Board and for helping with the rec plan. He noted how successful the Wings and Wheels event was also. The County was well represented, with 5 commissioners that were able to come.

Mr. Porterfield also explained that the NACO Leadership Grant is covering a portion of a class for cyber security. He asked that the Board members make themselves available the last week of October to get the multifactor authentication that is being required by our insurance company for email.

Correspondence-

1. Networks Northwest Public Hearing Notice

Public Comments-

Don Koshmider, Cadillac, warned the Board that the lockdowns are coming back. Mask will be coming first, and then a full lockdown by Christmas. He asked that everyone not take the poison shots and to watch Info Wars.

Liaison Reports-

Comm Townsend thanked everyone for coming out to Wings & Wheels. It was a great event.

Comm Taylor attended the Council on Aging finance meeting.

Board Comments-

Comm Theobald thanked Networks Northwest for their programs. She noted that she went back for her GED, then for her Associates, then for a Bachelors, and then went for her high school diploma. She appreciates those programs that are available. She asked that the editing software be looked into because more of these requests will be coming. She also apologized for missing the Wings & Wheels event, but she missed for a very good reason. It was her 50th birthday.

Comm Potter apologized for missing the Wings & Wheels event. He also apologized to the clerk for not including her in his previous comments about the audit.

Comm Townsend noted that he has been on the Networks Northwest board for 5 years, and they do so many great things to change lives. He suggested that next year, they add Wings & Wheels & Birthday for the event.

Comm Adams commented what a great community event the Wings & Wheels is. She noted that it was very well done.

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:33 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: September 20, 2023
SUBJECT: Infrastructure Alternatives Inc. Water Connection

SUMMARY OF ITEM TO BE PRESENTED:

Mr. Lutke from Infrastructure Alternatives Inc. has obtained three quotes for water connection for a new customer. Two of those quotes are provided and one was verbal.

Forbes Construction and Excavation - \$8,490.00

Matts Underground Utility Construction - \$9,645.00

Geeseman Excavation - \$15,000.00

RECOMMENDATION:

The Executive Committee forwards a recommendation to the full board to approve the quote from Forbes Construction and Excavation in the amount of \$8,490.

Estimate for water service

Troy Forbes

Tue 9/12/2023 11:36 AM

To:Thomas Lutke

Price includes:

All labor ,equipment and material to install 2" water service and meter pit as shown.

Fyi...meter pithas long delay. Upon approval I will search for suitable alternative.

Price: \$8490.00

Thanks for the opportunity to bid.

Troy Forbes

Forbes Construction & Excavation



MATTS LLC

MATTS UNDERGROUND UTILITY CONSTRUCTION

Mailing: PO Box 2008 Kalkaska MI, 49646
Shipping/Yard: 1328 Wood Rd, NE, Kalkaska, MI 49646
Phone: 231-258-7990 Fax: 231-258-7993

9/7/2023

Infrastructure Alternatives, INC
Attn: Tom Lutke
7888 Childsdale Ave. NE
Rockford, MI 49341

MATTS LLC
Projected Cost Estimate

This document, when signed, outlines an agreement made between **Infrastructure Alternatives, INC** and **Matts LLC, Matts Underground Utility Construction**.

Project: Tap Water Main
Project Location: US 131 Hwy, Manton, MI

We are pleased to provide a projected cost for the following scope of work.

Scope of Work:

- Tap water main for 2" service with 2" corporation ran valve
- Install up to 70' of 2" k-copper water service
- Install 2" curb stop relay and box
- Build and install 2" meter pit as required

Estimated Cost: \$9,645.00

General Notes:

- All indemnification by contractor is limited to amounts collectible from contractor's insurance
- Special endorsement requirements are subject to signed contract policy wording. If the special requirements result in additional premium to contractor, the customer will be billed for the additional costs
- All necessary fees and permits to be furnished and post by others prior to start of project
- Restoration is included
- All proposed work shall be completed by personnel with current training/certification credentials required for project
- Any conflicting unmarked/unidentified utilities verification-repair shall be additional to estimated amount
- If refusal is encountered during drilling operation, price shall be adjusted accordingly
- Any damage or vandalism to cured/uncured concrete or asphalt shall be replaced at additional cost
- Any utility under hard surface that is conflicting with proposed route, shall be located and verified at an additional cost
- Price is effective for 30 days from the date of this estimate



MATTS LLC

MATTS UNDERGROUND UTILITY CONSTRUCTION

Mailing: PO Box 2008 Kalkaska MI, 49646

Shipping/Yard: 1328 Wood Rd, NE, Kalkaska, MI 49646

Phone: 231-258-7990 Fax: 231-258-7993

Price noted above is only an estimate and does not reflect the actual cost you may incur. Upon completion of the project, actual cost will be calculated and invoiced.

Initial _____

TERMS: Due upon completion

9-8-2023

Matt Bennett, General Manager

Date

Infrastructure Alternatives, INC, Authorized Representative

Date

MB/er

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: September 20, 2023
SUBJECT: DHHS Grant Agreement Amendment with Friend of the Court

SUMMARY OF ITEM TO BE PRESENTED:

Following is an amended 2024 Title IV-D Cooperative Reimbursement Grant Agreement. What has been amended from the previously Board of Commissioners approved version was the removal of the one-year IT security audit provision that would have been at the County's expense. That language is no longer in the contract.

RECOMMENDATION:

The Executive Committee forwards a recommendation to the full board to approve the amended Title IV-D Reimbursement Grant Agreement.

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

and

**County Of Wexford
401 North Lake Street
Cadillac Mi 49601 1861**

**Federal I.D.#: 23-86007337, Unique Entity Identifier: ELBVKK7YL1T1
hereinafter referred to as the "Grantee"**

for

Title IV-D Cooperative Reimbursement Program - 2024

Part 1

1. Period of Agreement:

This Agreement will commence on October 1, 2023, and continue through September 30, 2028. No activity will be performed and no costs to the state will be incurred prior to October 1, 2023. Throughout the Agreement October 1, 2023, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$5,841,804.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$3,935,645.34. Annual budget amounts are:

	<u>Agreement Period</u>	<u>Amount</u>
Year 1	10/01/2023 through 09/30/2024	\$716,732.28
Year 2	10/01/2024 through 09/30/2025	\$750,214.08
Year 3	10/01/2025 through 09/30/2026	\$785,370.30
Year 4	10/01/2026 through 09/30/2027	\$822,284.76
Year 5	10/01/2027 through 09/30/2028	\$861,043.92

The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egramms-mi.com/mdhhs>).

The Agreement is designated as a:

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

The Agreement is designated as:

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

B. Equipment Purchases and Title

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

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$3,000 or 5%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to initiate and carry out proceedings to enforce child support payment orders, and to establish and maintain support orders regarding custody, parenting time, health care coverage, and other relevant child support topics.

4. Statement of Work:

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

5. Financial Requirements:

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

6. Performance/Progress Report Requirements:

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

7. General Provisions:

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

8. Administration of the Agreement:

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

Sonya Butler Finance Manager (517) 241-7728
butlers2@michigan.gov

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

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

Alaina Nyman County Clerk

Name	Title
anyman@wexfordcounty.org	(231) 779-9450

E-Mail Address	Telephone No.
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Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

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

C. Grant Program Operation

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

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

D. Reporting

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

E. Record Maintenance/Retention

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

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
2. Acknowledge the rights of access in this section are not limited to the

required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

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

1. Required Audit or Audit Exemption Notice

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

a. Single Audit

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

b. Financial Related Audit

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

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if

the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement

does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

- a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
 3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
 4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

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

J. Software Compliance

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

copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

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

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 2. A governmental or public entity's claim or written allegation of fraud; or
 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Reserved

N. Conflict of Interest and Code of Conduct Standards

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

2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CFR 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. **Insurance Types**
 - a. **Commercial General Liability Insurance or Governmental Self-Insurance:** Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

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

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.

2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry:
<http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

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

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this

Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

B. Report Forms

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

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

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

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. 1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et

seq.), and any breach thereof may be regarded as a material breach of this Agreement.

2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290 dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

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

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds

cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended.

This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
- b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the

Department; or

- c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

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

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and

information by the Grantee's employees.

5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

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

O. Survival

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

P. State Data

1. Ownership. The Department's data ("State Data," which will be treated by Grantee as Confidential Information) includes: (a) the Department's data, user data, and any other data collected, used, processed, stored, or generated as the result of this Agreement; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of this Agreement, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) protected health information ("PHI") collected, used, processed, stored, or generated as the result of this Agreement, which is defined under the Health Insurance Portability and

Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the Department and all right, title, and interest in the same is reserved by the Department.

2. Grantee Use of State Data. Grantee is provided a limited license to State Data for the sole and exclusive purpose of providing the activities outlined in the Agreement's Statement of Work, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement's Statement of Work. Grantee must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the activities described in the Statement of Work, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; (c) keep and maintain State Data in the continental United States and (d) not use, sell, rent, transfer, distribute, commercially exploit, or otherwise disclose or make available State Data for Grantee's own purposes or for the benefit of anyone other than the Department without the Department's prior written consent. Grantee's misuse of State Data may violate state or federal laws, including but not limited to MCL 752.795.
3. Extraction of State Data. Grantee must, within five business days of the Department's request, provide the Department, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Grantee), an extract of the State Data in the format specified by the Department.
4. Backup and Recovery of State Data. Grantee is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Grantee must maintain a contemporaneous backup of State Data that can be recovered within two hours at any point in time.
5. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Grantee that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Grantee that relate to the protection of the security, confidentiality, or integrity of State Data, Grantee must, as applicable: (a) notify the Department as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Department in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department; (c) in the case of PII or PHI, at the Department's sole election, (i) with approval and assistance from the Department, notify the

affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five calendar days of the occurrence; or (ii) reimburse the Department for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the Department in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Grantee's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless the Department for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the Department in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the Department without charge to the Department; and, (i) provide to the Department a detailed plan within 10 calendar days of the occurrence describing the measures Grantee will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Grantee's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Grantee has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Grantee. The Department will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed, and approved by the Department in writing prior to its dissemination. The parties agree that any damages relating to a breach of this section are to be considered direct damages and not consequential damages.

6. Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within 5 Business Days from the date of termination, return to the other party any and all Confidential Information received from

the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. Upon confirmation from the State, of receipt of all data, Grantee must permanently sanitize or destroy the State's Confidential Information, including State Data, from all media including backups using National Security Agency ("NSA") and/or National Institute of Standards and Technology ("NIST") (NIST Guide for Media Sanitization 800-88) data sanitization methods or as otherwise instructed by the State. If the State determines that the return of any Confidential Information is not feasible or necessary, Grantee must destroy the Confidential Information as specified above. The Grantee must certify the destruction of Confidential Information (including State Data) in writing within 5 Business Days from the date of confirmation from the State. Any requirement on the Grantee's part to retain data beyond the end of this contract must be authorized by the State

Q. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.
2. Meaning of Confidential Information
For the purpose of this Agreement the term "confidential information" means all information and documentation that:
 - a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party; or
 - d. Reserved
 - e. Is designated by law as confidential.
3. The term "confidential information" does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

- b. Already in the possession of the receiving party without an obligation of confidentiality; or
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights.
 - d. Reserved
 - e. Reserved
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

R. Data Privacy and Information Security

- 1. Undertaking by Grantee. Without limiting Grantee's obligation of confidentiality as further described, Grantee is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Grantee, if any, comply with all of the foregoing. In no case will the safeguards of Grantee's data privacy and information security program be less stringent than the safeguards used by the Department, and Grantee must at all times comply with all applicable State policies and standards, which are available to Grantee upon request.
- 2. Reserved
- 3. Right of Audit by the State. Without limiting any other audit rights of the Department, the Department has the right to review Grantee's data privacy and information security program prior to the commencement of the Agreement's Statement of Work and from time to time during the term of this Agreement. During the providing of the Agreement's Statement of Work, on an ongoing basis from time to time and without notice, the Department, at its own expense, is entitled to perform, or to have performed, an on-site audit of Grantee's data privacy and information security program. In lieu of an on-site audit, upon request by the Department, Grantee agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the Department regarding Grantee's data privacy and information security program.
- 4. Audit Findings. Grantee must implement any required safeguards as identified by the Department or by any audit of Grantee's data privacy and information security program.

S. Cap on Salaries

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

IV. Financial Requirements

A. Reserved

B. Reimbursement Method

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

C. Financial Status Report Submission

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

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

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website <http://egramsmi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

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

2. Department-wide Payment Suspension

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

3. Final FSRs

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

F. Unobligated Funds

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

G. Indirect Costs

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

V. Agreement Termination

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

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

any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

- D. Immediately if the Department determines that Grantee fails or has failed to meet its obligations under Part 2 Section III. R.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

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

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

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

XII. State of Michigan Agreement

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

A Attachment A - Statement of Work

The Grantee shall comply with the following Performance Standards:

1. **CAR Processing** (for Prosecuting Attorney and combined offices ONLY): CARS are evaluated and acted upon (progressed from "EVCAR" to the next minor activity on the Legal Processing [LPRO] screen) pursuant to IV-D policy and recorded in MiCSES within 14 calendar days of receipt.
2. **Locate**: Cases must have, documented in MiCSES, at least one locate attempt using either automated or manual methods (including but not limited to an FCR or NCOA submission, or accessing MiCSES or Business Objects locate results or postal verification) within 75 days of a non-custodial parent (NCP) being unlocated and no payment was received within the last 6 months and at least once every 90 days thereafter until located.
3. **SOP** (for Prosecuting Attorney and combined offices ONLY): Successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15.
4. **Order Establishment** (for Prosecuting Attorney and combined offices ONLY): IV-D cases must have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months for child support (DS) and paternity (DP) cases.
5. **Review and Modification** (for Friend of the Court and combined offices ONLY): Complete the Modification and Review process as described in the Michigan IV-D Child Support Manual, Section 3.45 within 180 days of request or locating the non-requesting parent or other initiation of the review or modification.
6. **Medical Support**: Child support orders must contain provisions ordering one or both parties to provide medical insurance or cash medical support.
7. **Timely Enforcement** (for Friend of the Court and combined offices ONLY): Initiate or continue enforcement within thirty days of locating an NCP for all cases utilizing either manual or automated tools other than FTRO and STRO.
8. **Training**: IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

The Grantee shall comply with the following Performance Evaluation and Monitoring. The performance standards are considered to be met as follows:

1. **CAR Processing**: 75% of CARs were evaluated and acted on pursuant to IV-D policy and recorded in MiCSES within 14 calendar days.
2. **Locate**: 75% of cases had documented in MiCSES a locate attempt within 75 days of an NCP being unlocated and every 90 days thereafter until

located.

3. **SOP:** 75% of cases had a successful SOP pursuant to Michigan IV-D Child Support Manual Section 4.15. Note: If from the date of the court action referral initiation, there are at least 75 days remaining in the federally required 90-day SOP timeframe (the timeframe is maintained in MiCSES as the federal expiration dates [aka "FED"]), then the SOP requirement pursuant to Michigan IV-D Child Support Manual Section 4.15 must be met and those cases are included in the evaluation. Any cases in which MiCSES calculated the federal expiration dates before March 4, 2016 are excluded from the evaluation of the performance standard.
4. **Order Establishment:** 75% of child support (DS) and paternity (DP) cases have an order established pursuant to Michigan IV-D Child Support Manual Section 4.15 within 6 months.
5. **Review and Modification:** The review and modifications are performed in accordance with the Michigan IV-D Child Support Manual, Section 3.45 and 75% are completed within 180 days.
6. **Medical Support:** 75% of cases include provisions ordering one or both parties to provide medical insurance or cash medical support.
7. **Timely Enforcement:** Enforcement was initiated or continued within thirty days of locating an NCP in 75% of cases.
8. **Training:** 80% of IV- D staff (this does not include county IT staff who have no other IV-D duties) take one (1) hour of customer service training each fiscal year. 80% of IV-D staff (this does not include county IT staff who have no other IV-D duties) take four (4) hours of IV-D training each fiscal year.

B Attachment B - Budget

Budget Summary - 2024

A. CONTRACT DESCRIPTION

COUNTY : Missaukee and Wexford CONTRACT NO : CSFOC24-83001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2024 AMENDME NT _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	9.97	0.00	0.00	11.00
2. % of Total FTE	90.64	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.54	0.00	0.00	100.00
Budget Categories	Current 2024 IV-D Budget	Adjustment To 2024 IV-D Budget	Revised 2024 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	794,271.02	0.00	0.00	895,616.48
2. Data Processing	3,172.40	0.00	0.00	3,500.00
3. Other Direct	48,426.53	0.00	0.00	53,427.33
4. Central Services	168,738.05	0.00	0.00	186,162.91
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	1,014,608.00	0.00	0.00	1,138,706.72
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	1,014,608.00	0.00	0.00	1,138,706.72
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	1,014,608.00	0.00	0.00	1,138,706.72
13. County Share @ 34.00%	344,966.72	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	669,641.28	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	47,091.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	716,732.28	0.00	0.00	0.00

Budget Summary - 2025

A. CONTRACT DESCRIPTION

COUNTY : Missaukee and Wexford CONTRACT NO : CSFOC24-83001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2025 AMENDMEN T _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	10.02	0.00	0.00	11.00
2. % of Total FTE	91.09	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.54	0.00	0.00	100.00
Budget Categories	Current 2025 IV-D Budget	Adjustment To 2025 IV-D Budget	Revised 2025 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	820,258.36	0.00	0.00	920,616.48
2. Data Processing	3,188.15	0.00	0.00	3,500.00
3. Other Direct	63,836.91	0.00	0.00	70,081.14
4. Central Services	178,054.58	0.00	0.00	195,471.04
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	1,065,338.00	0.00	0.00	1,189,668.66
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	1,065,338.00	0.00	0.00	1,189,668.66
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	1,065,338.00	0.00	0.00	1,189,668.66
13. County Share @ 34.00%	362,214.92	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	703,123.08	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	47,091.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	750,214.08	0.00	0.00	0.00

Budget Summary - 2026

A. CONTRACT DESCRIPTION

COUNTY : Missaukee and Wexford CONTRACT NO : CSFOC24-83001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2026 AMENDMEN T _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2026 IV-D Budget	Adjustment To 2026 IV-D Budget	Revised 2026 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	10.26	0.00	0.00	11.00
2. % of Total FTE	93.27	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.54	0.00	0.00	100.00
Budget Categories	Current 2026 IV-D Budget	Adjustment To 2026 IV-D Budget	Revised 2026 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	859,168.76	0.00	0.00	944,616.48
2. Data Processing	3,264.45	0.00	0.00	3,500.00
3. Other Direct	64,740.15	0.00	0.00	69,411.54
4. Central Services	191,431.64	0.00	0.00	205,244.60
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	1,118,605.00	0.00	0.00	1,222,772.62
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	1,118,605.00	0.00	0.00	1,222,772.62
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	1,118,605.00	0.00	0.00	1,222,772.62
13. County Share @ 34.00%	380,325.70	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	738,279.30	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	47,091.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	785,370.30	0.00	0.00	0.00

Budget Summary - 2027

A. CONTRACT DESCRIPTION

COUNTY : Missaukee and Wexford CONTRACT NO : CSFOC24-83001
 PROVIDER : _____ FOC PA _____ COM _____
 FISCAL YEAR : 2027 AMENDMEN T _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2027 IV-D Budget	Adjustment To 2027 IV-D Budget	Revised 2027 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	10.26	0.00	0.00	11.00
2. % of Total FTE	93.27	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.54	0.00	0.00	100.00
Budget Categories	Current 2027 IV-D Budget	Adjustment To 2027 IV-D Budget	Revised 2027 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	891,468.56	0.00	0.00	980,616.48
2. Data Processing	4,197.15	0.00	0.00	4,500.00
3. Other Direct	77,867.07	0.00	0.00	83,485.65
4. Central Services	201,003.22	0.00	0.00	215,506.83
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	1,174,536.00	0.00	0.00	1,284,108.96
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	1,174,536.00	0.00	0.00	1,284,108.96
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	1,174,536.00	0.00	0.00	1,284,108.96
13. County Share @ 34.00%	399,342.24	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	775,193.76	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	47,091.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	822,284.76	0.00	0.00	0.00

Budget Summary - 2028

A. CONTRACT DESCRIPTION

COUNTY : Missaukee and Wexford CONTRACT NO : CSFOC24-83001
 PROVIDER : _____ FOC _____ PA _____ COM _____
 FISCAL YEAR : 2028 AMENDMEN T _____ LINE ITEM TRANSFER _____

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2028 IV-D Budget	Adjustment To 2028 IV-D Budget	Revised 2028 IV-D Budget	Provider's Total Eligible Budget
SECTION B				
1. FTE Positions	10.38	0.00	0.00	11.00
2. % of Total FTE	94.36	0.00	0.00	100.00
3. Caseload % (FOC, COM)	93.54	0.00	0.00	100.00
Budget Categories	Current 2028 IV-D Budget	Adjustment To 2028 IV-D Budget	Revised 2028 IV-D Budget	Provider's Total Eligible Budget
SECTION C				
1. Personnel	922,336.36	0.00	0.00	1,004,616.48
2. Data Processing	4,246.20	0.00	0.00	4,500.00
3. Other Direct	93,159.58	0.00	0.00	98,727.83
4. Central Services	213,519.86	0.00	0.00	226,282.18
5. Paternity Testing	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	1,233,262.00	0.00	0.00	1,334,126.49
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
10. SUB TOTAL	1,233,262.00	0.00	0.00	1,334,126.49
11. Federal Incentives	0.00	0.00	0.00	0.00
12. NET BUDGET	1,233,262.00	0.00	0.00	1,334,126.49
13. County Share @ 34.00%	419,309.08	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	813,952.92	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	47,091.00	0.00	0.00	0.00
TOTAL CONTRACT AMOUNT	861,043.92	0.00	0.00	0.00

Budget Abstract Summary

Description	2024	2025	2026	2027	2028	Total
SECTION B						
1. FTE Positions	9.97	10.02	10.26	10.26	10.38	50.89
2. % of Total FTE	90.64	91.09	93.27	93.27	94.36	462.63
3. Caseload % (FOC, COM)	93.54	93.54	93.54	93.54	93.54	467.70
SECTION C						
1. Personnel	794,271.02	820,258.36	859,168.76	891,468.56	922,336.36	4,287,503.06
2. Data Processing	3,172.40	3,188.15	3,264.45	4,197.15	4,246.20	18,068.35
3. Other Direct	48,426.53	63,836.91	64,740.15	77,867.07	93,159.58	348,030.24
4. Central Services	168,738.05	178,054.58	191,431.64	201,003.22	213,519.86	952,747.35
5. Paternity Testing	0.00	0.00	0.00	0.00	0.00	0.00
6. TOTAL EXPENDITURES	1,014,608.00	1,065,338.00	1,118,605.00	1,174,536.00	1,233,262.00	5,606,349.00
7. Service Fees	0.00	0.00	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00	0.00	0.00
10. SUB TOTAL	1,014,608.00	1,065,338.00	1,118,605.00	1,174,536.00	1,233,262.00	5,606,349.00
11. Federal Incentives	0.00	0.00	0.00	0.00	0.00	0.00
12. NET BUDGET	1,014,608.00	1,065,338.00	1,118,605.00	1,174,536.00	1,233,262.00	5,606,349.00
13. County Share @ 34.00%	344,966.72	362,214.92	380,325.70	399,342.24	419,309.08	1,906,158.66
14. State Share (IV-D) @ 66.00%	669,641.28	703,123.08	738,279.30	775,193.76	813,952.92	3,700,190.34
15. STATE GF/GP AMOUNT	47,091.00	47,091.00	47,091.00	47,091.00	47,091.00	235,455.00
TOTAL CONTRACT AMOUNT	716,732.28	750,214.08	785,370.30	822,284.76	861,043.92	3,935,645.34

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

From: Chris Hackbarth

Subject: Energy Assistance Support Letter

Good afternoon! Our team at DTE has been working with other utilities, key stakeholders, non-profit and religious organizations across the state to develop a coalition focused on pursuing additional financial resources and policy changes that will support our most vulnerable residents with energy assistance up to 200% of the Federal Poverty Level.

The initial focus of this coalition is to publicly illustrate to the Governor and Legislature the broad support from organizations across the state that this issue needs to be a priority focus for the state budget and with policy-makers.

To that end, we are asking organizations and individuals to support this effort by signing onto the attached letter. This is a tool frequently used at the federal level to show community support for LIHEAP funding. We crafted the attached letter with input from members of the Coalition to Keep Michigan Warm as a way for utilities and low-income advocates to engage in the political process in Lansing. Groups we have been working with in development of this letter include United Way, Salvation Army, and THAW, to name a few. We currently have nearly 100 organizations and individuals signed onto this effort, including many from northern Michigan.

Please review the attachment and the link below that outlines the way to sign onto this letter and share this email with your council/commission members. I hope you will consider adding your name to this effort.

Link to sign the letter: <https://forms.office.com/r/Dda9Eb0nXy>

We intend to work with our coalition partners throughout the month of August to collect signatures and present one letter to the Governor and another to the full Legislature in September.

Thank you all for your consideration of this request and your support for this critical service for our most vulnerable residents. Please let me know if you have any questions.

Chris

The logo for DTE Energy, consisting of the letters "DTE" in a bold, blue, sans-serif font.

Chris Hackbarth

DTE Energy / Regional Manager

Corporate and Government Affairs

An Open Letter to Governor Whitmer / the Michigan Legislature in Support of Expanding Accessibility to Energy Assistance and Increasing Funding to Support the Intensified Demand

Dear Governor Whitmer / Michigan Legislature,

According to a recent ALICE (Asset Limited, Income Constrained, Employed) report released by the Michigan Association of United Ways, 39% of Michigan households struggle to afford the basics like housing, childcare, food, transportation, and healthcare.¹ To meet this challenge, Michigan has long relied on the Michigan Energy Assistance Program (MEAP) and the Low-Income Home Energy Assistance Program (LIHEAP), both designed to provide energy assistance for struggling households with a focus on those with limited income, including individuals with disabilities, senior citizens, and families with children. However, despite the demonstrable success of these programs, the current economic climate is intensifying the needs of vulnerable households as the cost of living increases and incomes stagnate. As a result, the need for energy assistance has grown. According to data from United Way's 211 helplines, energy assistance consistently ranks among the top three requested needs every month in any given year, along with housing and food, underscoring the importance of these assistance programs. This year this level of demand has pushed many organizations offering energy assistance to the edge of their budgets, making it important to act now.

As such, we, the undersigned, representing a diverse range of organizations and stakeholders that are deeply committed to supporting vulnerable households and recognize that energy assistance is a vital piece of the social safety net, strongly urge you to address the escalating demand for support through two fundamental measures: *expanding accessibility to energy assistance and increasing funding to adequately support the demand.*

Recently, lawmakers in Michigan introduced, successfully passed, and signed into law Senate Bill 288, a noteworthy piece of legislation reauthorizing MEAP, effectively eliminating its sunset clause. For that, we extend our gratitude to Governor Whitmer and the dedicated members of the Michigan Legislature for delivering continued assistance to vulnerable households.

While reauthorizing MEAP was essential, the need for increased consumer and home energy resources persists, not only for traditionally supported households but also for the ALICE population, who earn slightly more than the federal poverty level (FPL) but less than the basic cost of living. MEAP, along with many other assistance programs, are capped at 150% FPL, leaving a large portion of vulnerable households, like the ALICE population, with little to no assistance. For example, the Walkers, a family of four living right here in Michigan, represent the challenges many households living below the ALICE threshold face. Both parents work essential yet low-paying jobs, making a combined \$52,000 a year (173% FPL). The Walkers earn just high enough to disqualify them from assistance programs but not enough to cover the basics of living.

To meet this challenge, we urge you to act on the recently introduced Senate Bill 353, which would expand energy assistance eligibility to include customers up to 200% FPL, helping more

households in need, like the Walkers. In addition, Senate Bill 353 changes the current MEAP program into a year-round initiative, allowing human service agencies to help customers as needs arise instead of within a set time frame. While the total number of households living below poverty in Michigan increased by 2% from 2019 to 2021, the number of households below the ALICE threshold increased by 4%, suggesting a rising trend in the number of households within the ALICE population, further demonstrating a need for this legislation.¹

In addition, energy efficiency offers another compelling way to reduce long-term energy costs and promote sustainability for vulnerable households. However, some homes are not in an adequate state to benefit from the Department of Energy's federal weatherization program. Michigan has an ambitious weatherization goal of 14,000 units over the next five years, and once weatherized, these homes will see dramatic reductions in their energy bills, with savings of around 20%. To meet this goal, this program must be made accessible to more households by leveraging the Health and Safety Fund to restore homes to a state where they can benefit from weatherization. This will allow vulnerable households to repurpose these savings for other needs while supporting Michigan's green energy goals.

The expansion of eligibility criteria and making energy efficiency programs more accessible are critical steps to offer help to more households, but it is of equal importance to secure increased funding to meet this growing need for energy assistance. We strongly urge you to take swift action to increase energy assistance funding by focusing on two primary methods: *surcharge funding and annual state appropriations*.

The first potential method includes pending legislation (that has yet to be introduced) which proposes a slight increase of the current surcharge on all customer bills across participating utilities. To support the expansion of the eligibility of MEAP to 200% FPL, a \$100 million fund is needed, suggesting a surcharge of no more than \$1.80 per meter per month. This simple, effective, and sustainable solution will make a real difference in the lives of those struggling to meet their basic energy needs.

The second potential method is directing increased funding for energy assistance programs through the appropriations process in next year's Michigan Department of Health and Human Services (MDHHS) budget or a future supplemental package. By appropriating an additional \$50 million towards MEAP and LIHEAP-funded programs, we could offer more help to households, such as the ALICE population, to meet the growing demand amid record inflation. In addition, by allocating \$30 million to the Health and Safety Fund to support necessary home repairs under the federal weatherization program, we can deliver another way to decrease overall energy costs. Investing in energy assistance isn't just about keeping the lights on; it's about offering households peace of mind, allowing them to focus on raising healthy, thriving families in Michigan.

In closing, we, the undersigned, strongly urge you to act now to address the growing need for energy assistance by expanding accessibility to resources and increasing funding to support this level of assistance. We also acknowledge the vital role that utilities play in ensuring that all households have access to affordable and reliable energy services. Having demonstrated their commitment through corporate funding and innovative programs, we are confident they will

continue to work with us in good faith as partners on this important effort. This work embodies a beacon of hope for countless Michigan families and symbolizes the profound impact that purpose-driven policy can have on our communities. To that end, we stand ready to work together in unison with you and all other stakeholders to secure energy assistance for those we serve.

Thank you.

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES (“Agreement”) is entered into on _____ by and between Wexford County, Michigan (“County”), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY (“MSU”) on behalf of MICHIGAN STATE UNIVERSITY EXTENSION (MSUE”).

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation’s land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan’s economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan’s 83 counties;

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.

2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. .5 FTE 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").
6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Storage space meeting the following requirements.
 - a. 171 sq. ft. secured storage room.
 - b. Wexford County MSU Extension will pay \$1,090 (171sft x \$6.37/sft annually). The transaction will occur through a transfer of money from the county millage.
3. Clerical support for staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

.75 FTE MSU employed Clerical Support Staff

Optional:

4. Funding for additional Extension educators at .2 FTE
5. Funding for additional 4-H program capacity at .5 FTE

6. Funding for Consumer Horticulture/Master Gardner Coordinator
7. Funding for operating expenses (phone and internet)
8. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Wexford County on August 2020. The millage collected will provide funds for the following:
 - a. Annual Extension Assessment, contributions of MSUE and County as outlined in this Agreement and other usual and customary Extension Office Operating and Personnel expenses.
9. Total Annual Assessment in the amount of **\$173,681**

Payments due and payable under the terms of this agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, Michigan 48824

C. Staffing and Financial Summary:

A. Base Assessment (includes .5 FTE 4-H Program Coordination)	\$51,465
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ADDITIONAL PERSONNEL – all positions listed in items B through E to be employed by MSU

B. .75 FTE Clerical Support Staff	\$53,051
C. .2 FTE Educator (CFEI; Program Area: Economic Development)	\$22,892
D. .5 FTE Additional 4-H Program Coordination	\$35,368
E. Consumer Horticulture/Master Gardner Coordinator	\$5,305
F. Operating Expenses (phone and internet)	\$5,600

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2024:	\$173,681
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I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2024, the first day of the County budget year 2024 and shall terminate on the last day of such County budget year 2024. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE and delivered to Wexford County Administrator, 437 E. Division Street, Cadillac, MI 49601, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County’s employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix “A” is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination:** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi
Contract & Grant Administration

Its: _____

Date: _____

WEXFORD COUNTY

By: _____

Print name: _____

Its: _____

(title)

Date: _____

Appendix A Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever-changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media platforms. We view communication with our constituents through Facebook, Twitter, Instagram, YouTube, and other emerging social media to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:
NetRange35.8.0.0 - 35.9.255.255 CIDR35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

Office 365 – Details on what to open are at <https://docs.microsoft.com/en-us/microsoft-365/enterprise/urls-and-ip-address-ranges?view=o365-worldwide>
search.msu.edu
35.9.160.36 (1935,443) authentication)
45.60.149.216
35.9.247.31 (zoom.msu.edu)
d2l.msu.edu (80 and 443) (D2L – Desire to Learn @ Brightspace.com)
108.161.147.0/24, 199.231.78.0/24, 64.62.142.12/32, 209.206.48.0/20 (external) Meraki Cloud communication
199.231.78.148/32, 64.156.192.245/32 (external) Meraki VPN registry

The following applications are necessary on all computers – MS Office (preferably O365, MSUE provides MS licensing), Adobe Acrobat, Zoom, SAP client, VPN client, Antivirus. (Most recent version of Chrome, Firefox, or Edge)

Other notable web server/sites IP addresses:

canr.msu.edu – 52.5.24.1
msue.anr.msu.edu – 52.5.24.1
events.anr.msu.edu/web3.anr.msu.edu – 45.60.11.113
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
master Gardener (External) – 128.120.155.54
extension.org (External) – 54.69.217.186 msu.zoom.us (External)

Questions may be directed to anr.support@msu.edu where they will be routed to the best person to assist you.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance and Appropriations Committee
FOR MEETING DATE: September 20, 2023
SUBJECT: Sheriff's Office – PBT Supplies Purchase

SUMMARY OF ITEM TO BE PRESENTED:

Following is a quote from LifeLoc Technologies for the purchase of Portable Breathalyzer Testing supplies. On September 06, 2023, the Board of Commissioners approved the Northern Michigan Regional Entity Public Act 2 Grant, and those funds will be used to purchase these supplies.

RECOMMENDATION:

The Finance and Appropriations Committee forwards a recommendation to the full board to approve the purchase of PBT Supplies from Lifeloc Technologies in the amount of \$6,424, with funds from Northern Michigan Regional Entity Public Act 2 Grant.



Quote Number: 184768

Cust No: 15WE49601

QUOTE

Page: 1 of 1

Sold To:
Wexford County Sheriff's Office
1015 Lincoln Street
Cadillac, MI 49601
United States

Ship To:
Wexford County Sheriff's Office
1015 Lincoln Street
Cadillac, MI 49601
United States

Tel: 231-779-9216

Sales Person: Aaron Haldeman

Date: 2/14/2023

Expires: 10/13/2023

USD

Part/Description	Price	Qty	Discount	Extension
11011MI FC10 Portable Breath Tester, includes password protection, carrying case, 25 mouthpieces, wrist strap, calibration adapter, users manual and 1 year limited warranty with an additional 1 year warranty on the fuel cell.	292.00	22.00		6,424.00

Total: 6,424.00

**AGREEMENT FOR ELECTION SERVICES
BETWEEN WEXFORD COUNTY, ANTIOCH TOWNSHIP, BOON TOWNSHIP, CEDAR CREEK TOWNSHIP,
CHERRY GROVE TOWNSHIP, CLAM LAKE TOWNSHIP, COLFAX TOWNSHIP, GREENWOOD TOWNSHIP,
HANOVER TOWNSHIP, HARING TOWNSHIP, HENDERSON TOWNSHIP, SELMA TOWNSHIP, SLAGLE
TOWNSHIP, SOUTH BRANCH TOWNSHIP, SPRINGVILLE TOWNSHIP, WEXFORD TOWNSHIP AND THE
CITY OF CADILLAC**

This County Early Voting Site Agreement (the "Agreement") is made between Wexford County (the "County"), Antioch Township, Boon Township, Cedar Creek Township, Cherry Grove Township, Clam Lake Township, Colfax Township, Greenwood Township, Hanover Township, Haring Township, Henderson Township, Selma Township, Slagle Township, South Branch Township, Springville Township, Wexford Township and the City of Cadillac (collectively, the "Municipalities" or "Participating Municipalities"). In this Agreement, the County and each municipality will be represented by their respective clerk in their official capacity.

PURPOSE OF THE AGREEMENT. The County and the Municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating a joint early voting site.

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - 1.2 **Coordinator** means the individual appointed by the county clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
 - 1.3 **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an early voting plan are described in MCL 168.720h(3).
 - 1.4 **Legislative Body of the Municipality** means the city or township council elected or appointed and serving in the municipality.
 - 1.5 **Municipality** means any participating municipality, which are entities created by state or local authority or which are primarily funded by or through state or local authority, including, but not limited to, their council, Board, departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
 - 1.6 **QVF** means the Qualified Voter File as described in MCL 168.509m.
 - 1.7 **QVF Controller** means the individual appointed by the county clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.
 - 1.8 **Site Supervisor** means the Participating Municipality's clerk or a member of the County clerk's staff who shall act as supervisor for each day of early voting. The county clerk may

appoint a different participating municipal clerk or member of the county clerk's staff to act as a supervisor for different days of early voting.

2. PARTIES TO THE AGREEMENT.

Name of County
WEXFORD COUNTY

Name of Municipality	Number of precincts in municipality	Number of registered electors in municipality
ANTIOCH	1	788
BOON	1	570
CEDAR CREEK	1	1423
CHERRY GROVE	1	2186
CLAM LAKE	1	2174
COLFAX	1	740
GREENWOOD	1	541
HANOVER	1	1501
HARING	1	2925
HENDERSON	1	183
SELMA	1	1993
SLAGLE	1	495
SOUTH BRANCH	1	329
SPRINGVILLE	1	1556
WEXFORD	1	980
CITY OF CADILLAC	3	8443

3. SCOPE OF THE AGREEMENT.

3.1 This Agreement applies to all statewide and federal elections, only.

4. COORDINATOR.

4.1 Alaina Nyman, Wexford County Clerk will serve as coordinator of the joint early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.

4.1.1 In the event that that coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Wexford County Clerk may designate early voting site supervisors to assist with the staffing and supervision of early voting,

4.1.2 If the coordinator becomes unavailable for any reason, the Wexford County Clerk will appoint the new coordinator. The Wexford County Clerk designates Ashley Hackert, Deputy Clerk as backup coordinator who would assume the responsibilities of coordinator. If the backup coordinator is unavailable for any reason, the Wexford County Clerk will designate and appoint a new coordinator.

5. QVF CONTROLLER.

5.1 Alaina Nyman, Wexford County Clerk will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the site(s) designated in the Agreement. The QVF controller must meet the security requirements of a QVF user.

6. APPROVAL OF EARLY VOTING SITE(S).

6.1 Pursuant to MCL 168.662, the county clerk, after consulting the Participating Municipalities' clerks, must submit each early voting site location to the board of county election commissioners for approval.

6.2 Each early voting site may serve all electors covered by the County Agreement, the electors in specific municipalities, the electors of one municipality, or any combination of these options, as long as each elector in the county is served by one or more early voting sites.

6.3 For the duration of this Agreement, the site(s) is/are as follows:

Wexford County Lake Street Building
401 N. Lake Street,
Cadillac, MI 49601

7. APPOINTMENT OF ELECTION INSPECTORS.

7.1 The board of county election commissioners is responsible for the appointment of election inspectors.

7.2 At least 31 days before each statewide and federal election, the board will appoint for each early voting site at least 3 election inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.

7.3 The board will further designate one appointed election inspector from each early voting site as chairperson.

7.4 The selection of election inspectors will be governed by MCL 168.674.

7.5 At least 90 days before each statewide and federal election each municipal clerk shall provide the county clerk with the list of election inspectors recruited from the clerk's municipality for the early voting location(s).

8. APPROVAL OF EARLY VOTING HOURS.

8.1 Prior to the submission of an Agreement or early voting plan, the county clerk and the clerks of the participating municipalities will do all of the following:

8.1.1 For the nine early voting days guaranteed by the Constitution, the designated early voting site(s) in Wexford County will be open to the public beginning at **8:30 a.m.** and ending at **4:30 p.m.**

8.1.2 For the period of this agreement, all municipalities party to this Agreement agree that early voting will only be conducted for the statutorily required state or federal elections.

8.1.3 To remain concise for the public and minimize costs to all parties of the Agreement, there will be no additional days and hours of early voting provided for any election.

9. NOTICE OF EARLY VOTING HOURS.

9.1 Not less than 45 days before Election Day, the County clerk and the clerk of each Participating Municipality will give public notice of the dates and hours for early voting at the joint early voting site or sites by posting of the notice on the County's and each Participating Municipality's website and any other publication or posting the clerk considers advisable.

9.2 The County will coordinate a postcard mailing to registered voters in participating jurisdictions to notify those voters of changes to polling locations. The costs of the mailing will be charged back proportionally to participating jurisdictions.

10. BUDGET AND COST SHARING, EQUIPMENT.

10.1 The Wexford County Clerk with the assistance of the Participating Municipalities' clerks, developed an early voting projected cost summary which is addressed in and attached as Exhibit C of this Agreement. At the beginning of this Agreement and annually thereafter, Wexford County shall provide a projected cost summary for the services for the contract year within the guidelines of Wexford County's total budget. The parties acknowledge that the costs set forth in Wexford County's projected cost summary are only estimates and are subject to adjustment. Wexford County will attempt to keep billings to the Participating Municipalities as close to the original projected cost summary as is practicable given the overall County Clerk's budget, Wexford County's staffing policies and activities, and cost demands. Wexford County reserves the right to modify the projected cost summary if the costs incurred change for any reason, including, but not limited to, if any of the one or more Participating Municipalities withdraw from the Agreement in accordance with Section 18 of this Agreement, and such modifications can be made by Wexford County without written approval by the Participating Municipalities provided that Wexford County gives written notice to the Participating Municipalities .

10.2 Responsibilities the Participating Municipalities: The Participating Municipalities are responsible for paying its portion of Wexford County's actual compensation for the services and equipment estimated in Exhibit C, determined on a proportional basis by share of active registered voters among the Participating Municipalities, less costs paid for by State grant funding. Wexford County will bill the Participating Municipalities after each election according to Exhibit C, and the Participating Municipalities shall pay Wexford County within thirty (30) days following its receipt of the invoice.

10.3 The County Clerk is responsible for purchasing all equipment and supplies needed for the administration of early voting per this Agreement and will maintain and secure the equipment for future use. The County Clerk will apply for grant funding to purchase two (2) tabulators and one (1) additional voter assist terminal. All ongoing maintenance costs for the tabulators and voter assist terminals not paid by Wexford County in accordance with current maintenance contracts will be divided by the Participating Municipalities in

accordance with their share of total registered voter percentages of such Participating Municipalities.

11. STAFFING AND SUPERVISION

- 11.1 The Coordinator is responsible for ensuring adequate staffing and supervision at early voting sites including selection of the site supervisor who oversees a specific early voting site(s).
- 11.2 The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- 11.3 The site supervisors for early voting site(s) are listed in the attached Exhibit B.

12. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- 12.1 Prior to the submission of the Early Voting Plan, the County clerk and the clerks of the Participating Municipalities will do all the following:
 - 12.1.1 Determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at each early voting site.
 - 12.1.2 Determine whether the County or a Participating Municipality will provide the tabulators and early voting poll book laptops or other voting equipment.
- 12.2 The board of county election commissioners will be responsible for conducting testing of the electronic voting equipment.
- 12.3 The Coordinator will be responsible for taking necessary steps to set up the early voting poll book and early voting poll book laptops.
 - 12.3.1 The Wexford County Clerk shall be responsible for taking the necessary steps to set up the early voting poll book and early voting poll book laptops.
- 12.4 Tabulators and early voting poll book laptops used at each joint early voting site must be configured in one of the ways set forth in MCL 168.720j(5).

13. CLOSING PROCEDURES DURING EARLY VOTING AND ON ELECTION DAY

- 13.1 During Early Voting, the coordinator must ensure compliance with the closing procedures described in MCL 168.720j(8) and 720j(9) and any instructions issued by the Secretary of State
- 13.2 During Early Voting, the Coordinator must ensure that specified election materials are secured in compliance with MCL 168.720j(10) and any instructions issued by the Secretary of State.
- 13.3 At the conclusion of Election Day, the Coordinator must ensure compliance with the closing procedures described in MCL 168.720j(11) and any instructions issued by the Secretary of State.

14. CANVASS OF EARLY VOTE RETURNS AND REPORTING OF EARLY VOTING RESULTS

- 14.1 The board of county election commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the county clerk.
- 14.2 The receiving boards will be coordinated to report to the appropriate time and place to conduct their duties by the Coordinator.

- 14.3** At the conclusion of Election Day, the Coordinator must ensure compliance with the canvass and reporting requirements described in MCL 168.720j(11)-(14) and MCL 168.801-810.
- 15. EARLY VOTING PLAN.**
No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator shall file an early voting plan, attached as Exhibit A with the Wexford County Clerk.
- 16. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.**
- 16.1** Not less than 45 days before the first early voting day allowed by statute, the Coordinator shall provide the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the County and Participating Municipalities. This ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State’s website.
- 16.2** The Coordinator shall ensure that any communications regarding changes to locations, days, and hours of early voting for transmission to the Secretary of State are provided to the local clerks of the Participating Municipalities who are party to this Agreement at least 48 hours prior to submission.
- 17. DURATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.**
- 17.1** This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County clerk and each Participating Municipality clerk.
- 17.2** This Agreement shall be in effect for the period of two calendar years, beginning January 1, 2024 through December 31, 2025.
- 18. CANCELLATION, MODIFICATION, AND TERMINATION OF COUNTY JOINT EARLY VOTE SITE AGREEMENT.**
- 18.1** Process for Withdrawing from Agreement – except as otherwise provided in this Agreement, Wexford County or a Participating Municipality may withdraw from this Agreement by providing at least thirty (30) days written notice to the other Parties to this Agreement.
- 18.1.1** A Participating Municipality withdrawing from the Agreement written notice of its withdrawal must be mailed or hand delivered: the Wexford County Clerk, with a copy to the other Participating Municipalities to this Agreement.
- 18.1.2** If Wexford County withdraws from this Agreement, written notice of its withdrawal shall be sent to all of the Participating Municipalities all who are a party to his Agreement.
- 18.1.3** Upon receiving written notice of withdrawal, and if the thirty (30) day notice described in Section 18.1 has been satisfied, the County Clerk will send the Participating Municipality an letter acknowledging the withdrawal, with simultaneous copies to all other parties to the Agreement. The Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal if all deadlines are satisfied. If the withdrawal falls

within the one hundred fifty (150) days before the statewide general November election in an even numbered year and before the completion of the county canvass for that statewide general November election in that even numbered year, the County Clerk will send the jurisdiction a letter rejecting the termination of the Agreement; the jurisdiction then will continue to perform all responsibilities as outlined in this Agreement.

- 18.2** Notwithstanding Section 18.1, the Participating Municipalities and Wexford County agree that they may **not** withdraw from this Agreement during the period beginning one-hundred fifty (150) days before the first statewide general November election in an even numbered year and ending on the completion of the County canvass for that statewide general November election in that even numbered year.
- 18.3** If the county clerk withdraws from the Agreement for any reason, the Agreement will cease to exist and the clerk of each Participating Municipality must submit a revised early voting plan to the Secretary of State outlining the manner in which early voting will be provided.
- 18.4** If the Parties terminate Agreement for any reason, the clerk of each Participating Municipality must submit a revised early voting plan to the Secretary of State outlining the manner in which early voting will be provided.
- 18.5** If a party withdraws from the Agreement for any reason, the clerk of the Participating Municipality withdrawing from the Agreement must submit a revised early voting plan to the Secretary of State outlining the manner in which early voting will be provided.

19. NON-DISCRIMINATION.

19.1 Wexford County and the Participating Municipalities , as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation, or other protected classification under the law. The County and the Participating Municipalities shall adhere to all applicable Federal, State, and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq.), as amended, and regulations promulgated thereunder.

19.2 Violation of this provision shall be considered a material breach of this Agreement and the other parties may terminate this Agreement effective as of the date of delivery of written notification to the breaching party.

20. INDEMNIFICATION AND HOLD HARMLESS

20.1 To the extent permitted by law, and without waiving governmental immunity, each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns

21. INSURANCE

21.1 The Participating Municipalities will include County, the Wexford County Clerk and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Wexford County will include the Participating Municipalities and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Michigan Municipal Risk Management Authority (MMRMA). The required insurance policy or coverage will have commercial general liability policy limits of not less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the Participating Municipalities and Wexford County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Wexford County or the Participating Municipality may reasonably require per this Agreement.

22. SEVERABILITY

22.1 If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

23. NON-BENEFICIARY CONTRACT.

23.1 This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

24. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

24.1 The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of their respective municipal entity.

_____	_____	_____
Alaina Nyman County Clerk	Signature of County Clerk	Date
_____	_____	_____
Jim Priddle	Signature of Clerk 1	Date
Printed name of Clerk 1 (Antioch)		

Sheila Pratt
Printed name of Clerk 2 (Boon) Signature of Clerk 2 Date

Elizabeth Edwards
Printed name of Clerk 3 (Cedar Creek) Signature of Clerk 3 Date

Lynn Nixon
Printed name of Clerk 4 (Cherry Grove) Signature of Clerk 4 Date

Amy Peterson
Printed name of Clerk 5 (Clam Lake) Signature of Clerk 5 Date

Rebecca Stoddard
Printed name of Clerk 6 (Colfax) Signature of Clerk 6 Date

Ronda Jonas
Printed name of Clerk 7 (Greenwood) Signature of Clerk 7 Date

Terri Schichtel
Printed name of Clerk 8 (Hanover) Signature of Clerk 8 Date

Paula Dewey
Printed name of Clerk 9 (Haring) Signature of Clerk 9 Date

Linda Sours
Printed name of Clerk 10 (Henderson) Signature of Clerk 10 Date

Carol Ritter
Printed name of Clerk 11 (Selma) Signature of Clerk 11 Date

Tammy Porterfield
Printed name of Clerk 12 (Slagle) Signature of Clerk 12 Date

Julie Cieslak
Printed name of Clerk 13 (South Branch) Signature of Clerk 13 Date

Stacy Brewer
Printed name of Clerk 14 (Springville) Signature of Clerk 14 Date

Terry Hankins

Printed name of Clerk 15 (Wexford)

Signature of Clerk 15

Date

Sandy Wasson

Printed name of Clerk 16 (Cadillac)

Signature of Clerk 16

Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the coordinator is responsible for ensuring an Early Voting Plan, covering the parties to the County Agreement, is filed with the county clerk of the county.

Not less than 45 days before the first early voting day allowed by statute, the coordinator will be responsible for providing the Secretary of State any changes made a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating county and municipalities. This ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Alaina Nyman	County Clerk	clerk@wexfordcounty.org	(231)779-9450

County:

Name of county	Clerk of County
Wexford	Alaina Nyman

Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Antioch	Jim Priddle	1	788

Municipality 2:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Boon	Sheila Pratt	1	570

Municipality 3

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Cedar Creek	Elizabeth Edwards	1	1423

Municipality 4

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Cherry Grove	Lynn Nixon	1	2186

Municipality 5

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Clam Lake	Amy Peterson	1	2174

Municipality 6

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Colfax	Rebecca Stoddard	1	740

Municipality 7

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Greenwood	Ronda Jonas	1	541

Municipality 8

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Hanover	Terri Schichtel	1	1501

Municipality 9

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Haring	Paula Dewey	1	2925

Municipality 10

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Henderson	Linda Sours	1	183

Municipality 11

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Selma	Carol Ritter	1	1993

Municipality 12

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Slagle	Tammy Porterfield	1	495

Municipality 13

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
South Branch	Julie Cieslak	1	329

Municipality 14

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Springville	Stacy Brewer	1	1556

Municipality 15

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
Wexford	Terry Hankins	1	980

Municipality 16

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Cadillac	Sandy Wasson	3	8443

Early Voting Location Information:

	Early voting site #1
Location of site	Wexford County-401 N. Lake St, Cadillac, MI
Municipalities served at site	Antioch Township, Boon Township, Cedar Creek Township, Cherry Grove Township, Clam Lake Township, Colfax Township, Greenwood Township, Hanover Township, Haring Township, Henderson Township, Selma Township, Slagle Township, South Branch Township, Springville Township, Wexford Township and the City of Cadillac.
Number of Election Workers at site	4
Is this an EV site for all 9 days of Constitutionally-required early voting? (Y/N)	Yes
Hours for 9 days of Constitutionally-required early voting	8:30 am to 4:30 pm
How many (if any) additional days of early voting will be provided at this site?	Zero
Hours for any additional days of early voting	Zero
Is this site ADA compliant?	Yes
In selecting this site, did you take into account expected turnout, population density, public transportation, accessibility, travel time, travel patterns, and any other relevant considerations?	Yes

Early Voting Equipment Information:

	Early voting site #1
Number of tabulators at site	2
Municipality responsible for providing tabulators	Wexford County
Number of early voting poll book laptops	2
Municipality responsible for providing early voting poll book laptops	Wexford County
Clerk responsible for taking necessary steps to set up the early voting poll book laptops	Alaina Nyman

Describe the communication strategy for informing electors of their opportunity for early voting:

I plan to send a postcard to all voters in the jurisdictions effected. I will also be posting information on the Wexford County website, my County Clerk Facebook page, and will be encouraging those townships that have websites or Facebook pages to do the same.

EXHIBIT B: SITE SUPERVISORS

Early Voting Site Supervisors:

	Supervisor at Early voting site #1
Early Voting Day 1	Lynn Nixon, Cherry Grove Township
Early Voting Day 2	Lynn Nixon, Cherry Grove Township
Early Voting Day 3	Lynn Nixon, Cherry Grove Township
Early Voting Day 4	Lynn Nixon, Cherry Grove Township
Early Voting Day 5	Lynn Nixon, Cherry Grove Township
Early Voting Day 6	Lynn Nixon, Cherry Grove Township
Early Voting Day 7	Lynn Nixon, Cherry Grove Township
Early Voting Day 8	Alaina Nyman, Wexford County
Early Voting Day 9	Alaina Nyman, Wexford County

EXHIBIT C: COST ESTIMATE

Tabulators: \$6,500 each. Total \$13,000.00

VAT: \$5250.50 total

Staffing Support: TBD

Ballot Containers: estimated \$1,476.00

Bar Code Scanner: \$63.00

Printers: \$309.00

Secrecy Sleeves: \$187.50

Vendor Support: \$1,400 per precinct

Voting Booths: \$460.00 each. Total \$920.00

Post card mailing: TBD

*All estimated costs have been requested through the EV Grant application.

August 8, 2022

Wexford County Board of Commissioners
437 East Division Street
Cadillac, Michigan 49601

RE: 2023 Budget for the Remedial Action Plan - Wexford County Landfill

Dear Wexford County Board of Commissioners:

Pescador, LLC (Pescador) is pleased to provide the following budget for implementing the remainder of the Wexford County Landfill Remedial Action Plan (RAP). The RAP originally included a number of objectives which required completion under the 2002 Consent Order (ORDER No. WMD 115-18-02).

In general accordance with the requirements of the Consent Order, Pescador performs the following tasks to implement the remainder of the RAP:

- Complete the Annual Long Term Groundwater Monitoring in accordance with the revised Long Term Monitoring Plan (LTMP) dated June 20, 2016 (revised April 28, 2020, revised August 18, 2022);
- Prepare an Annual Long Term Groundwater Monitoring Report detailing the findings of the LTMP sampling;
- Reply to any correspondence from the Michigan Department of Environmental Quality (MDEQ);
- Deliver an annual update to the Wexford County Board of Commissioners; and
- Provide engineering, hydrogeology, and/or geology services to Wexford County, as appropriate.

Additional tasks may be defined after reviewing the RAP and/or discussions with the MDEQ.

Estimated Annual Budget

The estimated annual budget for providing oversight of the RAP obligations, are detailed in the following list of tasks:

Complete the Annual Long Term Groundwater Monitoring	\$14,600.00
Invoice No. B664.....	-\$ 1,631.25
Complete the Annual Long Term Groundwater Monitoring Report	\$4,800.00
Well abandonment **	\$0.00
Invoice No. B644.....	-\$27,406.70
Invoice No. B664.....	-\$5,852.72
Update Annual Financial Assurance Plan (*up to 40 hours)	\$3,000.00
Invoice No. B646.....	-\$300.00
Invoice No. B664.....	-\$150.00
Estimated RAP Budget (**see note below).....	\$25,000.00
Invoice No. B621.....	-\$1,662.50
Invoice No. B646.....	-\$1,162.50
Invoice No. B664.....	-\$ 825.00
Estimated Annual Analytical Budget (****see note below)	\$10,000.00
Total Estimated 2023 Annual Budget	\$57,400.00
Total remaining 2023 Annual Budget	\$ 18,409.33

*Note – Pescador will spend up to 40 hours working with Wexford County and MDEQ to revise the annual Financial Assurance Plan. In the event that additional time is needed to revise the plan, Pescador will notify Wexford County prior to spending additional funds.

**Note – Proper well abandonment requires cement grouting from the bottom of the well screen to the top of the well casing using tremie pipe method. Abandonment is billed per foot for grouting plus labor costs. Therefore, well abandonment charges depend on the accessibility to each well and the total depth of the well.

***Note – The estimated RAP budget includes property access agreements, working with the Wexford County Attorney for access to properties, communications with Wexford County Board Members, and attending a limited number of Board Meetings. In the event that additional time is needed to complete these tasks, Pescador will notify Wexford County prior to spending additional funds.

****Note – The estimated annual analytical budget includes the costs for the annual long term groundwater monitoring plan. These costs are billed directly to Wexford County by the laboratory to reduce markup.

It is Pescador's goal to continue to pursue amendments to the RAP and to continue to reduce groundwater monitoring costs and completion of the additional components of the RAP.

If you have any questions regarding the scope of our proposed services or the cost estimate, please contact me at 231-468-9182. Pescador appreciates the opportunity to provide these services to you.

Sincerely,
PESCADOR, LLC

A handwritten signature in black ink that reads "Daniel M. Staub". The signature is written in a cursive style with a large, stylized initial "D".

Daniel M. Staub
Project Manager

DMS\mma