



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Mike Musta, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Wednesday, September 27, 2023, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE SEPTEMBER 14, 2023, REGULAR MEETING MINUTES 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Approval of the Claims *(Clerk's Office)*
 - 2. Revenue and Expense Reports 3
 - 3. Community Corrections P.A. 511 Grant Agreement 6
 - 4. National Criminal History Program Grant Agreement 23
 - 5. Public Defenders Purchase Request 45
 - 6. Register of Deeds Purchase Request 50
 - 7. Budget Amendment(s) 56
 - 8. AT&T Centrex Renewal Agreement 58
 - 9. Draft Fiscal Year 2024 Budget Discussion
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
 REGULAR MEETING MINUTES
 September 14, 2023

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

Members Present: Michael Musta, Gary Taylor, Brian Potter and Julie Theobald
 Members Absent: None
 Also Present: Honorable Judge Elmore; Erica Heis, Chief Deputy Register of Deeds; Charles Kennard, MDOC Field Supervisor; Megan Kujawa, Senior Executive Administrative Assistant; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Joe Porterfield, County Administrator/Equalization Director; Mistine Stark, Community Corrections Manager; Sheriff Trent Taylor; and Corey Wiggins, Prosecuting Attorney

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: *G.4. Sheriff's Office Grant Agreement – PBT Supplies Purchase*

APPROVAL OF THE AGENDA

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

APPROVAL OF THE MINUTES

A motion was made by Comm. Taylor and supported by Comm. Theobald to approve the August 23, 2023 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Theobald to approve paying the bills in the amount of \$383,084.00. A vote was called, all in favor. Motion passed, 4-0.

G.2. MSUE Agreement for Services

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward a recommendation to the full board to approve the Agreement for Extension Services between Wexford County and MSU on behalf of MSUE for a period of January 01, 2024 through December 31, 2024. A vote was called, all in favor. Motion passed, 4-0.

G.3. Community Corrections Budget Discussion

Judge Elmore reviewed with the Committee the services that Community Corrections offers. The services provided are not only important to the Courts of Missaukee and Wexford Counties, but the services are for the safety of the communities as well. Judge Elmore went on to explain that his suggestion as a Circuit Court Judge for Missaukee and Wexford Counties is that at the risks of the Community Corrections budget not balancing between the revenues of the P.A. 511 and Offender Generated Revenues, that the funds from the sale of the Transition Houses be used to balance their budget, along with working with Missaukee County for them to pay their percentage of services used. He suggested asking County Legal Counsel for their recommendation as well.

G.4. Sheriff's Office – PBT Supplies Purchase

A motion was made by Comm. Theobald and supported by Comm. Potter to forward 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 the Northern Michigan Regional Entity Public Act 2 grant. A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Mr. Porterfield stated that the budget is continuing to be worked on and at or before the next Finance meeting the Committee should have a draft of the budget. He would like to thank Judge Elmore for his clarifications. Mr. Porterfield informed the Committee that Administration continues to have ongoing meetings with Missaukee County to hopefully come to an agreement.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Taylor and supported by Comm. Potter to adjourn the meeting at 4:14 p.m. A vote was called, all in favor. Motion passed, 4-0.

Michael Musta, Chair

Megan Kujawa, Recording Secretary

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 08/31/2023

% Fiscal Year Completed: 66.58

2023

GL #	DESCRIPTION	AMENDED BDGT	YTD 08/2023 NORM (ABNORM)	ACTIVITY FOR 08/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101	COMMISSIONERS	118,769.00	75,165.46	9,717.67	43,603.54	63.29
131	CIRCUIT COURT	359,679.00	216,920.37	30,006.22	142,758.63	60.31
136	DISTRICT COURT	682,559.00	431,290.35	49,924.35	251,268.65	63.19
141	FRIEND OF THE COURT	1,061,553.00	565,019.65	64,377.96	496,533.35	53.23
147	JURY COMMISSION	5,300.00	3,194.47	20.97	2,105.53	60.27
148	PROBATE COURT	691,948.00	410,187.24	48,495.85	281,760.76	59.28
149	PROBATE COURT	0.00	270.00	0.00	(270.00)	100.00
151	PROBATION AND PAROLE	2,700.00	638.64	0.00	2,061.36	23.65
166	CIRCUIT COURT FAMILY COUNS.	65,055.00	37,817.16	5,066.18	27,237.84	58.13
168	PUBLIC DEFENDER	271,380.00	169,010.69	27,305.82	102,369.31	62.28
172	COUNTY ADMINISTRATION	137,351.00	77,489.09	10,118.58	59,861.91	56.42
191	ELECTIONS	29,550.00	4,117.60	249.20	25,432.40	13.93
215	COUNTY CLERK	380,095.00	212,367.85	27,574.36	167,727.15	55.87
225	EQUALIZATION	560,794.00	330,066.96	38,556.48	230,727.04	58.86
229	PROSECUTING ATTORNEY	774,779.00	393,649.47	47,136.83	381,129.53	50.81
230	PROS ATTNY CO-OP REIMB	73,544.00	42,477.44	4,850.90	31,066.56	57.76
236	REGISTER OF DEEDS	336,178.00	191,164.68	23,548.88	145,013.32	56.86
245	STATE SURVEY & REMONUMENTATION	49,898.00	8,500.00	0.00	41,398.00	17.03
253	COUNTY TREASURER	430,002.00	250,065.10	29,385.72	179,936.90	58.15
265	BUILDING AND GROUNDS	491,380.00	260,477.27	27,797.10	230,902.73	53.01
266	HUMAN SERVICES BLDG	130,000.00	78,571.90	8,854.72	51,428.10	60.44
267	HUMAN RESOURCES DEPARTMENT	87,344.00	55,906.35	5,855.92	31,437.65	64.01
268	DISTRICT HEALTH DEPARTMENT	88,200.00	58,972.99	5,842.73	29,227.01	66.86
270	JAIL - BLDG/GRDS	239,500.00	154,352.29	26,488.10	85,147.71	64.45
271	JAIL - BLDG/GRDS CARMEL ST	3,300.00	2,928.13	312.29	371.87	88.73
272	MAINT/STORAGE - BLDG/GRDS	6,770.00	4,658.90	310.98	2,111.10	68.82

GL #	DESCRIPTION	2023		ACTIVITY FOR 08/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
		AMENDED BDGT	YTD 08/2023 NORM (ABNORM)			
Fund 101 - GENERAL FUND						
Expenditures						
287	ARPA Direct Payment	392,869.00	691,524.96	383,720.04	(298,655.96)	176.02
290	GEN SERVICES ADMINISTRATION	817,800.00	642,397.18	27,253.96	175,402.82	78.55
301	SHERIFF	2,905,753.50	1,658,874.21	216,159.55	1,246,879.29	57.09
315	SECONDARY ROAD PATROL	129,353.00	36,756.96	6,451.99	92,596.04	28.42
331	MARINE	33,360.00	3,254.07	1,244.79	30,105.93	9.75
333	FEDERAL FOREST	4,000.00	2,740.75	1,410.76	1,259.25	68.52
334	SNOWMOBILE	35,703.00	10,695.77	0.00	25,007.23	29.96
335	ORV GRANT	31,271.00	6,140.13	692.87	25,130.87	19.64
351	JAIL	3,235,889.50	1,724,793.01	198,392.06	1,511,096.49	53.30
362	STATE GRANT PA 511	120,000.00	73,590.05	9,954.84	46,409.95	61.33
363	ENHANCEMENT	154,318.00	85,368.50	11,279.01	68,949.50	55.32
426	EMERGENCY MANAGEMENT	96,990.00	49,953.92	5,812.59	47,036.08	51.50
526	SANITARY LANDFILL	66,600.00	34,924.70	29,568.20	31,675.30	52.44
605	CONTAGIOUS DISEASES	500.00	40.12	0.00	459.88	8.02
648	MEDICAL EXAMINER	99,900.00	49,746.28	1,727.40	50,153.72	49.80
681	VETERANS BURIAL	10,000.00	7,800.00	1,200.00	2,200.00	78.00
861	FRINGE BENEFITS	0.00	5,078.95	(12,998.46)	(5,078.95)	100.00
965	TRANSFERS	1,101,090.00	742,237.31	46,623.67	358,852.69	67.41
966	APPROPRIATIONS	603,000.00	407,738.46	49,735.91	195,261.54	67.62
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		17,142,005.00	8,265,942.17	2,486,594.28	8,876,062.83	48.22
TOTAL EXPENDITURES		17,142,005.00	10,406,510.26	1,474,132.60	6,735,494.74	60.71

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 08/31/2023
 % Fiscal Year Completed: 66.58

GL #	DESCRIPTION	2023 AMENDED BDGT	YTD 08/2023 NORM (ABNORM)	ACTIVITY FOR 08/2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 225 - ANIMAL CONTROL:						
	TOTAL REVENUES	335,333.00	243,208.60	6,113.51	92,124.40	72.53
	TOTAL EXPENDITURES	335,333.00	231,604.33	86,125.86	103,728.67	69.07
Fund 243 - COURT SECURITY FUND:						
	TOTAL REVENUES	137,222.00	82,303.30	10,230.17	54,918.70	59.98
	TOTAL EXPENDITURES	137,222.00	72,303.79	10,817.69	64,918.21	52.69
Fund 249 - BUILDING INSPECTIONS DEPT.:						
	TOTAL REVENUES	267,000.00	201,489.74	34,362.00	65,510.26	75.46
	TOTAL EXPENDITURES	197,340.00	111,049.70	14,189.30	86,290.30	56.27
Fund 259 - INDIGENT DEFENSE FUND:						
	TOTAL REVENUES	1,267,215.00	758,294.27	0.00	508,920.73	59.84
	TOTAL EXPENDITURES	1,267,215.00	704,601.75	91,159.32	562,613.25	55.60
Fund 261 - 911-WIRELESS:						
	TOTAL REVENUES	1,400,000.00	486,852.67	154,438.90	913,147.33	34.78
	TOTAL EXPENDITURES	1,131,705.00	725,948.49	101,832.15	405,756.51	64.15
Fund 292 - CHILD CARE FUND:						
	TOTAL REVENUES	523,000.00	116,747.69	7,966.55	406,252.31	22.32
	TOTAL EXPENDITURES	523,000.00	276,358.73	65,350.26	246,641.27	52.84
TOTAL REVENUES - ALL FUNDS		3,929,770.00	1,888,896.27	213,111.13	2,040,873.73	48.07
TOTAL EXPENDITURES - ALL FUNDS		3,591,815.00	2,121,866.79	369,474.58	1,469,948.21	59.08

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
P.O. BOX 30003
LANSING, MICHIGAN 48909

GRANT NO. CPS-2024-1-33
between
THE DEPARTMENT OF CORRECTIONS
and

GRANTEE NAME AND ADDRESS: Wexford County 437 E. Division Cadillac, MI 49601		GRANTEE TELEPHONE: 231-779-9472
GRANTEE CONTACT: Mistine Stark		MDOC CONTACT: Douglas Clark
DESCRIPTION OF GRANT: Office of Community Corrections - Pursuant to Michigan Public Act 511, funding supports local approved Comprehensive Corrections Plans that impact State Board priorities, target populations, and key objectives, through the use of evidence-based programming and services.		
GRANT PERIOD: 1 Year	FROM: October 1, 2023	TO: September 30, 2024
BUDGET INFORMATION: TOTAL AUTHORIZED BUDGET: \$128,543.00		

FOR THE GRANTEE:

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Lia Gulick

Name

Deputy Director, MDOC

Title

Date

GRANT AGREEMENT TERMS

This GRANT AGREEMENT (“Grant”) is agreed to between the State of Michigan Department of Corrections (“MDOC”) and Wexford County (“Grantee”). This Grant is effective on October 1, 2023 (“Effective Date”), and unless terminated earlier as provided in this Agreement, expires on September 30, 2024 (the “Term”).

PART I – PROGRAM REQUIREMENTS

1.0 Statement of Purpose

Funds awarded through this Grant are to provide services pursuant to the Community Corrections Act (“CCA”), 1988 PA 511, MCL 791.401, et seq; and are based upon Grantee’s Comprehensive Corrections Plan, inclusive of the approved program descriptions and approved budget documents, and the Proposal to the State Advisory Board for Community Corrections (“Grantee’s Plan”), and hereby made part of this Grant. Grantee’s Plan outlines local goals, objectives, and priorities to decrease prison admissions and increase utilization of community-based sanctions and services for eligible participants and improve jail utilization. MDOC has approved Grantee’s Plan and the award of Community Corrections funds for implementation of Grantee’s Plan.

This Grant defines the roles and responsibilities of the Grantee and the MDOC and the terms and conditions which apply during the term of this Grant.

1.1 General Requirements

- A. The Grantee must be a lawful entity duly established under the laws of the State of Michigan (the “State”) and have the proper authority to apply for funds under this Grant as set forth in the CCA. Section 6 of the CCA, MCL 791.406, sets forth the governmental entities that have the proper authority to apply for funds, which include counties, cities, and regional advisory boards. Section 10 of the CCA, MCL 791.410, sets forth the criteria for a nonprofit to apply for funding.
- B. The Grantee shall implement policies and procedures and deliver services to eligible participants in accordance with the goals and objectives, standards and policies as set forth in the CCA and the Grantee’s program description and budget as approved by the MDOC.
- C. The MDOC does not guarantee the Grantee a minimum number of referrals.
- D. The Grantee must provide services for all eligible participants, including transgender and gender nonconforming participants.
- E. Americans with Disabilities Act
 1. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC Program Manager

or designee within 24 hours of any request for reasonable accommodation for an offender.

2. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC PMCD Contract Manager or designee within 24 hours of any request for reasonable accommodation made by Contractor's staff, including temporary and subcontractor staff.
3. Please Note: All reasonable accommodation aids, services, and equipment needed for Contractor's staff, including temporary and subcontractor staff, is to be provided by the Contractor.

1.2 Staffing Requirements

A. Contractors and Subcontractors: Grantee has the right to select contractors and subcontractors to assist with the Grant.

B. Staffing Standards

1. Criminal Record:

Prior to Grantee's employee, contractor, or subcontractor (collectively "Grantee Staff") performing any services under the Grant, Grantee will ensure that no Grantee Staff (i) has a pending criminal prosecution, (ii) is under the supervision of a criminal justice agency for a felony, (iii) is required to register as a sex offender or (iv) has a felony conviction that occurred in the previous 5 years, unless MDOC's Grant Administrator or designee has provided prior written approval for the Grantee Staff to perform the work. Grantee Staff who have active warrants, are under criminal justice supervision, or are required to register as a sex offender shall not be appointed to perform any services unless MDOC's Contract Monitor or designee has provided prior written approval for the Grantee Staff to perform the work.

The Grantee shall ensure that no Grantee Staff related as an immediate family member to a participant is assigned to perform services in a program in which such participant is enrolled in, unless prior written approval to such an assignment has been obtained from the Grant Administrator via CAJ-202. "Immediate family member" includes: a participant's spouse, child, parent, stepparent, grandparent, grandchild brother, sister, parent-in-law brother-in-law sister-in-law, nephew, niece, aunt, uncle, first cousin, or the spouse or guardian of any persons described in this subdivision. The MDOC may request documentation, including but not limited to, an affidavit from Grantee Staff stating that no familial relation exists with a participant in the program in which he/she will be providing services.

C. Law Enforcement Information Network

1. Grantee employees that provide direct services to participants (prisoner, parolee, probationer, pretrial defendants), handle or may have access to participant records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Information Form at the start of the Grant and annually thereafter, as directed by the Michigan Department of Corrections.

2. The completed LEIN Information Form must be sent to the [MDOC-PMCD-FOA-LEINS@michigan.gov](mailto:LEINS@michigan.gov) and approved by MDOC prior to Grantee employees working with participants. There is no cost associated with the LEIN. The LEIN form will be provided to the Grantee.
3. Grantee must perform background checks on contractor and subcontractor staff prior to their assignment. Documentation must be provided upon request to the State of Michigan. Grantee ensures all costs associated with processing the background checks will be paid. The State, in its sole discretion, may also perform background checks. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.
4. Grantee staff may be required to complete and submit an RI-8 Fingerprint Card for Fingerprint Checks to the MDOC.

D. Licensing:

The Grantee shall ensure its Grantee Staff that provide substance use outpatient and assessment services are qualified and experienced in the contracted area of clinical treatment as follows:

Bachelors-level:

1. Must possess a bachelor's degree in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate state licensure and credentials at time of hire or an approved development plan in place with eligibility to obtain certification within six months of starting services.

The Grantee shall ensure its Grantee Staff that provide outpatient mental health services are qualified and experienced in the contracted area of counseling as follows:

Master's-level:

1. Must possess a master's degree or above in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate licensure through the State of Michigan to practice.
3. Must have one year of experience in the contracted treatment area.

Bachelors-level

1. Must possess a bachelor's degree in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate licensure through the State of Michigan to practice.
3. Must have three years of experience in the contracted treatment area.

Other combinations of education and experience the MDOC considers adequate to perform the necessary tasks effectively and efficiently, and which have been specifically approved by the MDOC may be allowed at the sole discretion of MDOC.

E. Training

In accordance with MDOC instruction, grantee employees, contractor(s) staff, and subcontractor(s) staff who provide direct services to participants must complete

MDOC provided training before providing services under this grant. Exceptions may be made for transfers or employees with prior MDOC work experience in similar positions who have completed MDOC training previously. Contact the MDOC Contract Monitor with any questions concerning MDOC training.

1.3 Budget and Financial Reporting

- A. All funds shall only be spent in accordance with this Grant
- B. Changes in the budget require written approval of the MDOC. The Budget Adjustment Request form is Attachment A, Budget Adjustment Request (BAR) Form.
- C. This Grant does not commit the State or the MDOC to approve requests for additional funds at any time.
- D. Travel reimbursement shall be allowed solely in compliance with the State's Standardized Travel Regulations. The current Standardized Travel Regulations and travel rates authorized by the State may be found at http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html. Reimbursement of Out-of-State travel costs requires pre-approval of the MDOC Grant Administrator.
- E. Based on Program performance utilization, targeting or appropriate participants, and/or adherence to evidence-based practice, the Office of Community Corrections, in its sole discretion, may amend an award. Adjustments will be forwarded to the Offender Success Administrator for their pre-approval.

Grantees have 15 calendar days from the date of notice to amend the award via a Budget Adjustment Request (BAR) or contact the Community Corrections Manager if they have questions or concerns.

If a BAR is not received within 15 calendar days, the State will amend the award via a BAR on the County's behalf and process a Change Notice to reflect the grantee's new award amount. If the Change Notice remains unsigned for 15 additional calendar days, it will be considered the County's agreement to the Change Notice.

1.4 Payment Schedule

Payments to the Grantee shall be made in accordance with the following terms:

- A. The MDOC shall reimburse the Grantee for all approved actual and incurred costs to support approved program and administrative activity up to the total amount authorized in the Grantee's Plan as the "**Total Authorized Budget**". MDOC will only pay for expenditures that occurred during the Term of the Grant. The Monthly Expenditure Reports must be emailed to MDOC-OCC@michigan.gov in Microsoft Excel format no later than 30 calendar days following the month in which expenses were incurred. General Ledger documentation supporting monthly expenditures shall be provided and additional supporting documentation may be requested to accompany the Monthly

Expenditure Report. Expenditures not received prior to the 30th calendar day may be denied payment.

- B. Payments are conditional upon the Grantee's submittal of all required monthly expenditure and program data, and responses to financial audits. All reports shall be completed in the format provided by the MDOC.
- C. Program enrollments must be comprised of the target population identified within the approved program descriptions.
- D. All group sessions for programming must have a minimum of 3 PA 511-eligible enrolled attendees to qualify as a group for billing purposes. Any exceptions must be pre-approved by the assigned OCC specialist/manager.
- E. Pursuant to section 11 of the CCA, MCL 791.411, Administrative costs shall not exceed 30% of the total funding recommended for the implementation of the comprehensive corrections plan (Total Authorized Budget). Reimbursement of all costs may be adjusted by the MDOC through a BAR and/or change notice process.
- F. MDOC will only disburse payments under this Grant through Electronic Funds Transfer (EFT). Grantee must be registered with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Grantee is not registered, MDOC is not liable for failure to provide payment.

1.5 Program Eligibility

The Grantee shall ensure that participants receiving services under this Grant meet the eligibility requirements approved by MDOC within the Grantee's Proposal to the State Advisory Board for Community Corrections.

Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Once a response is provided it must be maintained in the participant's file.

1.6 Monitoring and Reporting Program Performance

A. Monitoring:

Data Program Participation and Offender Profile Data must be maintained within the data management system that is pre-approved by the MDOC and remain current throughout the term of the Grant. Grantee Staff shall complete a User Agreement Form (Attachment B), Security Agreement Data Processing (Attachment C), and State of Michigan Technical Standard 1340.00.130.02 Acceptable Use of Information Technology (Attachment D) for all staff entering data into the data management system and submit it to MDOC prior to any Grantee Staff completing data entry. The Grantee is responsible for notifying MDOC of the termination of any Grantee Staff with access to the data management system no later than 2 business days after termination or suspension of employment.

The Grantee must upload accurate program participation and offender profile data to the data management system approved by the MDOC no later than 30 calendar days after the end of each month. The Grantee must submit an accurate Quarterly Report

(Attachment E) by email to your Community Corrections Specialist no later than 30 calendar days following the quarterly report period:

1. Quarter 1 is October 1 – December 31
2. Quarter 2 is January 1 – March 31
3. Quarter 3 is April 1 – June 30
4. Quarter 4 is July 1 – September 30

The Grantee shall enter accurate and timely program participation and offender profile data throughout the term of this Grant. Data and information shall be submitted in a format provided by the MDOC that includes, but is not limited to:

1. Data pertaining to participant participation in all programs and selected characteristics of participants determined eligible for and enrolled in programs. The data elements required to be accurately entered shall include, at a minimum:
 - a. Person/Case Record Status
 - b. SID
 - c. MDOC Number (if applicable)
 - d. Name of participant
 - e. Race
 - f. Gender
 - g. Date of Birth
 - h. County
 - i. Legal Status
 - j. Date enrolled/terminated from each program/case
 - k. Termination code
 - l. Offense/Charge (PAC Code)
 - m. Crime type (felony or misdemeanor)

2. All group programming sessions must have sign-in sheets for each session and may be requested by MDOC for auditing purposes. If requested by the MDOC Program Manager or designee, sign in sheets must be submitted with expenditure reports. The sign-in sheets must include, at a minimum:
 - a. Date of the session
 - b. Name of the program
 - c. Name and signature of participants

C. CCAB Meeting:

1. There must be a minimum of at least four CCAB meetings a year to review and approve the Quarterly Reports, and the application for the next year's grant.

2. The Grantee shall make all approved CCAB meeting minutes available at the time of the MDOC review.

D. Prisoner Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601
The Grantee must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the Supervising Agent, Grant Administrator and Contract Monitor.

1.7 Grantee Regulations (CONTRACTOR REGULATIONS OF CONDUCT FOR SERVICES PURSUANT TO A COMPREHENSIVE PLANS AND SERVICES GRANT ADMINISTERED UNDER 1988 PA 511)

Grantee staff, as defined in Sec. 1.2 B, that provide direct services to participants, handle or may have access to participant records, or provides supervisory services to staff performing these functions, must read and sign the MDOC Grantee Regulations (Attachment F) as directed by the MDOC. The PMCD Contract Monitor will email the Grantee with a copy of the applicable Grantee Regulations. If there are revisions to the Grantee Regulations during the grant period, the PMCD Contract Monitor will provide the updated Grantee Regulations to the Grantee for Grantee Staff signatures. Grantee Signature pages must be returned to the PMCD Contract Monitor within 30 days of receipt of the Grantee Regulations and signed contracts. Grantee's Contractor staff signature pages must be returned to the Grantee within 30 days of receipt of the Grantee Regulations and signed fully executed Grantee's Contractor contracts.

PART II - GENERAL PROVISIONS

2.1 Project Changes

The Grantee must obtain prior written approval for project changes from the assigned MDOC Grant Specialist.

2.2 Notices

Any notice to any other party required by this Grant will be submitted in writing and deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) when received, if mailed by certified or registered mail, return receipt requested, postage prepaid. Unless either party notifies the other in writing of a different mailing address, notice to the parties will be transmitted as indicated below:

To the MDOC:

Douglas Clark
206 E. Michigan
Lansing, MI 48933
Phone: 517-219-2370
Clarkd15@michigan.gov

To Grantee:

Mistine Stark
437 E. Division
Cadillac, MI 49601
Tel: 231-779-9472
Fax: 231-779-9102
E-mail: mstark@wexfordcounty.org

2.3 Record Retention

The Grantee will maintain all records and detailed documentation regarding this Grant, including all financial records, supporting documents, statistical records, and all other pertinent records, for a period of not less than seven (7) years from the date of Grant termination, the date of submission of the final expenditure report, or until any litigation and audit findings have been resolved, whichever is later, unless a longer retention period is specified by Grantee's retention and disposal schedule.

2.4 Program Income

All program income, if any, may be added to the program budget and used to further eligible program objectives. The final determination will be made by the MDOC Grant Manager.

2.5 Purchase of Equipment

The purchase of equipment not specifically listed in the budget must have prior written approval of the MDOC Program Manager. Equipment is defined as expendable personal property having a useful life of more than one year. Such equipment will be retained by the Grantee unless otherwise specified by the Grant Manager at the time of approval.

2.6 Accounting

The Grantee will adhere to the Generally Accepted Accounting Principles and will maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, timesheets and invoices. The expenditure of State funds will be reported by line item and compared to the budget. Funds provided under this Grant will be maintained or accounted for within a special revenue fund.

2.7 Audit

A. Statutory Records Maintenance, Inspection, Examination, and Audit

Pursuant to Section 470 of the Management and Budget Act, 1984 PA 431, MCL 18.1470, the State, or its designee, may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Grant through the Term and any extension of the Grant and for seven years after the latter of termination, expiration, or final payment under this Grant (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where activities under the Grant are being performed, and examine, copy, and audit all records related to this Grant. The State, and its authorized representatives or designees, and the Grantee shall mutually agree in writing to a date and time for the audit that is no more than 10 calendar days after the State first provides notice of its intent to audit. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent requests for reimbursement until the amount is paid or refunded.

This Section applies to Grantee and any contractors or subcontractors that perform services in connection with this Grant.

2.8 MDOC Reviews

The MDOC and the Grantee must agree on a date and time for each review at Grantee's location(s) to determine if the Grantee is complying with the requirements of the Grant. The date and time must be agreed upon between the Grantee and the

MDOC. The Grantee must assist the MDOC in the review process and provide all requested documents 15 days prior to the agreed upon review date.

2.9 Competitive Bidding

The Grantee will comply with all applicable laws and regulations regarding competitive solicitation for all procurement transactions involving the use of State funds under this Grant. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the MDOC Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

Grantee financial monitoring of contractors will be reviewed during the MDOC review, as well as contractor responses to any agency recommendations.

2.10 Limitation of Damages

Neither party is liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Liability of the MDOC is limited to the Total Authorized Budget specified for the fiscal year of the Grant giving rise to the claim.

2.11 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Grant ("**Funded Developments**"), including copyright, patent, and trademark rights, will belong to the Grantee. Grantee grants the State a nonexclusive, perpetual, worldwide, royalty-free, fully paid up, sublicensable license to make, use, distribute, copy, modify, create derivative works, publicly perform and display the Funded Developments.

2.12 Termination/Cancellation

- A. In instances of substantial noncompliance with program standards, participant eligibility, evidenced based practices, and Grant Agreement Terms, Grantee funding shall be halted. Except that before halting funding, MDOC shall do both of the following:
 - a. Notify the Grantee of the allegations by way of a Corrective Action Plan (CAP) and
 - b. Allow 30 days for a response.

If a remedy agreement is reached in conjunction with the grantee in writing, MDOC shall allow 30 days following that agreement for the remedy to be implemented.

B. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) breaches any of its material duties or obligations; (b) poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property; or (c) fails to cure a breach within the time stated in a notice of breach. In the event that this Grant is

terminated for cause, the State will only pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination, and the Grantee will be responsible for all costs incurred by the State in terminating this Grant for cause, which may include State administrative costs, reasonable attorneys' fees and court costs, and any other reasonable additional costs the State may incur.

C. Termination for Convenience

Either party may terminate this Grant for its convenience, in whole or part, for any reason and without penalty, by giving the other party written notice at least thirty days prior to the date of termination. If this Grant is terminated for convenience in part, the budget will be adjusted to reflect those reductions. In the event of a termination for convenience, the State will pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination.

D. Non-Appropriation

The Grantee acknowledges that continuation of this Grant is subject to appropriation or availability of funds for this Grant. Notwithstanding any other provision of this Grant, if funds to enable the State to effect continued payment under this Grant are not appropriated or otherwise made available, the State will have the right to terminate this Grant, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available, by giving written notice of termination to the Grantee. In the event of a termination under this section, the Grantee will, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Grant and the State will only pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination to the extent funds are available.

2.13 No State Employees or Legislators

No member of the Legislature, Judiciary of the State of Michigan, or any individual employed by the State will be permitted to receive benefits as a Grantee or as a contractor or subcontractor of this Grant. This section, however, does not preclude a member of the Legislature, Judiciary of the State of Michigan, or an individual employed by the State from participating as an eligible participant in accord with the goals and objectives of the Grant.

2.14 Nondiscrimination

Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Grantee, its contractors and subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

2.15 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.321, *et seq.*, the State will not award a grant to a Grantee whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322. A Grantee, in relation to the Grant, will not enter into a contract with a contractor or subcontractor, whose name appears in this register. Pursuant to MCL 423.324, the State may void any Grant if, subsequent to award of the Grant, the name of the Grantee as an employer or the name of the contractor or subcontractor of the Grantee appears in the register.

2.16 Confidential Information

For the purposes of this Grant, the term “**Confidential Information**” means all information and documentation of a party that: 1) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; 2) 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; and 3) should reasonably be recognized as confidential information of the disclosing party. Confidential Information also includes all information protected by state or federal law, including “Personal identifying information” as defined in the Identity Theft Protection Act, 2004 PA 452, MCL 445.63(q).

The term “Confidential Information” does not include any information or documentation that is:

1. Subject to disclosure under the Michigan Freedom of Information Act (FOIA).
2. Already in the possession of the receiving party without an obligation of confidentiality.
3. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights.
4. Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
5. Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

Each party must: (a) use the same degree of care it uses to protect its own Confidential Information to protect the disclosing party’s Confidential Information, but in any event not less than reasonable care; (b) use the disclosing party’s Confidential Information only in connection with the purposes of this Grant; and (c) limit access to the disclosing party’s Confidential Information to its employees, contractors, or subcontractors performing work in connection with the Grant. Each party must advise its employees, contractors, and subcontractors who receive or have access to any of the other party’s Confidential Information of its confidential nature.

Upon the termination of this Grant, or at the written request of the disclosing party, the recipient party must return all copies of the disclosing party’s Confidential Information or certify in writing that all copies thereof have been destroyed, except as otherwise provided by law, including a party’s retention and disposal schedule.

2.17 Governing Law

This Grant 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 Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*.

2.18 Compliance with Laws

The Grantee will comply with all applicable state, federal, and local laws and ordinances in performing this Grant.

2.19 Assignment

The Grantee will not have the right to assign the Grant, or to assign any of its duties or obligations under the Grant, to any other party (whether by operation of law or otherwise), without the prior written consent of the MDOC. Any purported assignment in violation of this section will be null and void.

2.20 Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this Grant will not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant.

2.21 Severability

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

2.22 Survival

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

2.23 Media Releases

Grantee will not make any media releases pertaining to the Grant without prior written authorization from MDOC, and then only in accordance with the explicit written instructions of MDOC.

2.24 Grant Modification

No modification, amendment, or waiver of any provision of the Grant Agreement Terms or Total Authorized Budget of this Grant will be effective unless in writing and signed by authorized representatives of both parties.

2.25 Entire Grant

This Grant, which includes Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and expressly incorporated schedules and exhibits, contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements, whether written or oral, concerning its subject matter. If there is a conflict between documents, the order of precedence is: (a) first, the Grant, excluding its schedules, exhibits, Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G; (b) second, Attachment A; (c) third, Attachment B; (d) fourth, Attachment C; (e) fifth, Attachment D; (f) sixth, Attachment E; (g) seventh, Attachment F; (h) eighth, Attachment G; and (i) ninth, schedules and exhibits expressly incorporated into this Grant.

2.26 Contract Monitor

The Program Specialist will work with the Grantee if performance concerns are identified. The Contract Monitor will review, document, and assess Grantee compliance to this grant:

State:
Chris Balmes 206 E. Michigan Ave. – 5 th Floor Grandview Plaza Lansing, MI 48933 balmesc@michigan.gov 517-290-2935
Doug Jerzyk 206 E. Michigan Ave. – 5 th Floor Grandview Plaza Lansing, MI 48933 jerzykd@michigan.gov 269-967-9595

Attachment A, Budget Adjustment Request (BAR) Form
See attached Excel spreadsheet.

Attachment B, User Agreement Form
See attached Word document.

Attachment C, Security Agreement Data Processing
See attached Word document.

**Attachment D, State of Michigan Technical Standard 1340.00.130.02 Acceptable
Use of Information Technology**
See attached Adobe PDF document.

Attachment E, Quarterly Report
See attached Excel spreadsheet.

**Attachment F, Grantee Regulations (CONTRACTOR REGULATIONS OF CONDUCT
FOR SERVICES PURSUANT TO A COMPREHENSIVE PLANS AND SERVICES GRANT
ADMINISTERED UNDER 1988 PA 511)**
See attached Word document.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance and Appropriations Committee
FROM: Sheriff's Office
FOR MEETING DATE: September 27, 2023
SUBJECT: National Criminal History Program Grant Agreement

SUMMARY OF ITEM TO BE PRESENTED:

On September 6, 2023, the Board of Commissioners approved the grant agreement for the livescan palm scanner. During the grant submittal process, the Sheriff's Office was informed that they could no longer receive the grant for that period. The grant is being presented again with a new grant period.

RECOMMENDATION:

Administration recommends the Finance and Appropriations Committee forward a recommendation to the full board to approve the National Criminal History Program Grant Agreement from September 19, 2023 through September 30, 2024.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 19, 2023

Sheriff Trent J. Taylor
Wexford County Sheriff's Office
1015 Lincoln Street
Cadillac, Michigan 49601

RE: National Criminal History Improvement Program

Dear Sheriff Taylor:

I am pleased to inform you that your organization has been selected to receive grant funding from the 2022 National Criminal History Improvement Program awarded to the Michigan State Police (MSP), Grants and Community Services Division, from the U.S. Department of Justice, Office of Justice Programs. With a primary focus of improving the Nation's safety and security by enhancing the quality, completeness, and accessibility of criminal history record information and by ensuring the nationwide implementation of criminal justice and noncriminal justice background check systems, your organization's efforts are valued and appreciated. The **award for your project, pending the finalization of the Grant Agreement (contract)**, is \$15,545, to be used to for the purchase of a Live Scan package with accessories.

It is crucial that you read the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and/or financial penalties. **The deadline for returning your signed contract is October 28, 2023.** Remember, this is a reimbursement-only grant, and reimbursements will not be approved for expenditures prior to the return of your signed contract.

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

Sincerely,

Ms. Lindsey Holden, Manager
Program Coordination and Victim Services Units
Grants and Community Services Division

Enclosure

2022 National Criminal History Improvement Program

GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan Department of State Police

hereinafter referred to as the "Department"

and

Wexford County Sheriff's Office

1015 Lincoln St.

Cadillac, MI 49601

Federal I.D. Number: 38-6007337

DUNS Number: 072584741

hereinafter referred to as the "Contractor"

MSP Project Number: NCHIP-2022-03

I. Period of Agreement:

This Agreement shall commence on **September 19, 2023 and** continue through **September 30, 2024.**

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

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

II. Funding Source and Agreement Amount:

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

- A. Including federal funds and required local match, the total amount of this Agreement is \$15,545.00.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$15,545.00.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.554.
- D. The CFDA Title is National Criminal History Improvement Program.
- E. The federal agency name is Department of Justice.
- F. The federal grant award number is 15PBJS-22-GK-01028-NCHI.
- G. The federal program title is National Criminal History Improvement Program.

III. Grant Summary:

The Michigan State Police (MSP) is applying for the 2022 National Criminal History Improvement Program (NCHIP) grant in the amount of \$1,308,071. The MSP, in partnership with Michigan courts and prosecutors, identified objectives with the greatest potential to generate improvements within the Criminal History Records (CHR) system. The 2022 NCHIP funds will allow for the fulfillment of the initiatives outlined below, each serving a critical role in the development of comprehensive CHR data.

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

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

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

The MSP remains diligent in pursuing opportunities for improvement in the timeliness and accuracy of criminal history information. The 2022 NCHIP grant offers crucial funding for on-going improvements within the CHR System.

IV. Statement of Work:

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

V. Project Timeline:

The Contractor agrees to undertake, perform, and complete the services between September 19, 2023, and September 30, 2024. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment.

VI. Program Budget:

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

Budget deviation allowances are not permitted.

VII. Amendments:

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

VIII. Contractor Responsibilities:

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

A. Publication Rights:

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

This project is supported by the National Criminal History Improvement Program, 15PBJS-22-GK-01028-NCHI., awarded by the Bureau of Justice Statistics, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or MSP.

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

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

B. Reporting Responsibilities:

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

C. Financial Reporting Requirements:

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

1. Reimbursement Method/Mechanism:

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

2. Financial Status Report (FSR) Submission:

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

3. Unobligated Funds:

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

4. Program Income:

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

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

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

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

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity,

with reporting on those funds to the State Administrative Agency (the Department).

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

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

5. **Audits:**

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

a. **Audit Required:**

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

b. **Single Audit:**

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

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

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

d. **Exemption:**

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

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

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

f. **Subrecipients and Contractors.**

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

g. **Compliance responsibility for contractors:**

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

scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

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

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

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

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

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

- k. **Other Audits:**
 The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

D. Equipment Purchases and Title:

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

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

E. Record Maintenance/Retention:

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

F. Authorized Access:

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

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

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

G. Subcontractor/Vendor Monitoring:

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

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

1. Subcontracts:

Assure for any subcontracted service, activity, or product:

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

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

H. Notification of Modifications:

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

I. Software Compliance:

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

J. Human Subjects:

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

K. Notification of Criminal or Administrative Investigations/Charges:

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

IX. Department Responsibilities:

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

X. Department Contract Manager/Administrator of the Agreement:

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

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

Telephone: (517) 284-3205
 Fax: (517) 284-3217
 Email: becker@nichigan.gov

XI. Agreement Suspension/Termination:

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

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

XII. Final Reporting Upon Termination:

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

XIII. Severability:

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

XIV. Liability:

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

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

XV. Equal Employment Opportunity Requirements:

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

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

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

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

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

XVI. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.
- D. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- E. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 15PBJS-22-GK-01028-NCHI are agreed to by the Contractor, including Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 CFR Part 2800. A copy of award 15PBJS-22-GK-01028-NCHI is included as an attachment for reference.

XVII. Certifications and Assurances:

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

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 2 CFR

200.450, "New Restrictions on Lobbying," 2 CFR part 180"Government-wide Debarment and Suspension (Non-procurement)," and 1 CFR part 182, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliance@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 1 CFR part 182, the Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
 - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements. The Contractor also specifically assures and certifies that:

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

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

G. Non-Supplanting:

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

This means that if your agency plans to:

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

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

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

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

H. Health Insurance Portability and Accountability Act of 1996:

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

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

XVIII. Unallowable Expenses and Activities:

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

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

XIX. Conditions on Expenses:

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

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

XX. Conflict of Interest:

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

XXI. State of Michigan Agreement:

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

XXII. Compliance with Applicable Laws:

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

XXIII. Special Certification:

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

XXIV. Contractor Signature:

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

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

NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM FINANCIAL STATUS REPORT (FSR)

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

Federal Civil Rights Compliance Checklist

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

Yes No If yes, on what date did the subrecipient prepare the EEO Plan? ___ / ___ / ____

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

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

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

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

Comments:

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

Comments:

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

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

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

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

Comments:

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

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

Comments:

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

Comments:

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

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

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

Comments:

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

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

WEXFORD MISSAUKEE PUBLIC DEFENDERS



419 North Lake Street, Cadillac, MI 49601

phone (231) 444-0480 fax (231) 444-6518

toll free (844) 231-5898

defender@wexfordcounty.org



ROBERT A. CHAMPION

Chief Public Defender
rchampion@wexfordcounty.org

GEOFFREY D. HARRISON

Assistant Public Defender
gharrison@wexfordcounty.org

STEPHANIE L. RUFFOLO

Assistant Public Defender
sruffolo@wexfordcounty.org

ROBERT A. HAERTEL

Assistant Public Defender
rhaertel@wexfordcounty.org

September 15, 2023

Re: Purchase of locking rotary file cabinets

Please see the attached quotes for three rotary file cabinets for storage needed for storing closed files from previous years.

Amazon: \$8051.22

StoreMoreStuff: \$9326.93

Cymax Business: \$9866.97

All the above prices are for three of the exact same brand product and size. The small footprint is ideal for our location and the locking mechanism is necessary for confidentiality.

We would like to select Amazon for the lower price, free shipping, and ease of freight delivery.

•

Thank you,

Robert Champion
Chief Public Defender


Checkout (3 items)

- 1 Group** Wexford Missaukee Public Defender
Group under Wexford Missaukee Public Defender

- 2 Business order information** PO number: OFFICE SUPPLIES Change

- 3 Shipping address** STEPHANY ANDERSON Change
419 N LAKE ST
CADILLAC, MI 49601-1847
[Edit delivery preferences](#)

- 4 Special delivery options** Datum Storage Ez2 Rotary File Shelving 7 High With Legal Depth and Locking Starter, Light Gray Change

- 5 Payment method**  MasterCard ending in 7601 Change
Billing address: STEPHANY ANDERSON, 437 ...
[^ Add a gift card or promotion code or voucher](#)

Place your order

By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

Order Summary

Items (3):	\$8,051.22
Shipping & handling:	\$0.00
Total before tax:	\$8,051.22
Estimated tax to be collected:	\$0.00

Order total: \$8,051.22

How are shipping costs calculated?

Prime shipping benefits have been applied to your order.

6 Review items and shipping

Save your checkout settings as the default for future orders

Use the selected group, shipping address, and payment method as my checkout defaults.

There are 2 important messages about your order.

- ✓ If your hours ever change at an address, click [Edit delivery preferen...](#)
- ✓ If tax exemption is applied to this order, you acknowledge your tax exemption...



Datum Storage Ez2 Rotary File Shelving 7 High With Legal Depth and Locking Starter, Light Gray

\$2,683.74 FREE Scheduled Delivery

Quantity: 3 [Remove](#)

Sold by: Amazon.com Services LLC

Gift options not available

Tax Exemption Applied. [Remove](#)

Delivery Method: Scheduled Delivery
[Change](#)

The carrier will call you before the delivery date at 2314440480 to set up a delivery time.

[Change phone number](#)

Note: An adult must be present for the delivery.

Get text updates

You consent to receive texts from us for this delivery at 2314440480. [Change](#)

Prepare for your scheduled delivery by following our Delivery Guidelines

Place your order

Order total: \$8,051.22

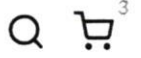
By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

Need help? Check our Help pages or contact us

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an

FAST & FREE SHIPPING

Call 866-740-9830 or CONTACT US



Find furniture and decor for your business

Shopping Cart 3 items

Total

\$9,866.97

Secure Checkout



#2701229

Datum Storage Solutions 7H Legal Locking Starter Rotary File Shelving in Gray

Unit Price

\$3,288.99 ~~\$5,177.00~~ save 37%

Shipping:

Free - Curbside Delivery

Quantity selector: 3

[Delete](#)

Order Summary

Subtotal	\$9,866.97
Shipping	Free
Tax	TBD

[+ REDEEM A COUPON CODE](#)

Total

\$9,866.97

Secure Checkout



email notifying you that the item has been shipped.

Important information about sales tax you may owe in your state

You may return new, unopened merchandise in original condition within 30 days of delivery. Exceptions and restrictions apply. See Amazon.com's Returns Policy.

Need to add more items to your order? Continue shopping on the Amazon.com homepage.

Place your order

By placing your order, you agree to the Amazon Business Accounts Terms and Conditions and Amazon's privacy notice.

Order Summary

Items (3):	\$8,051.22
Shipping & handling:	\$0.00
Total before tax:	\$8,051.22
Estimated tax to be collected:	\$0.00

Order total: \$8,051.22

How are shipping costs calculated?

Prime shipping benefits have been applied to your order.



Wexford County Request for Board of Commissioner Action

Department: Register of Deeds
Submitted by: Roxanne Snyder
Subject: Fraud Notify
Committee: Finance & Appropriations
Committee Meeting Date: September 27, 2023
BOC Meeting Date: October 4, 2023

Action Request (proposed motion for the Board to consider):

Request to purchase software called Fraud Notify, that would allow the public to sign up to be notified if anything has been recorded in our office under their name.

Financial Information (note the total cost, if the cost is budgeted, if there will be any future costs, e.g., maintenance contracts, and any other information that would assist the commissioners with this decision):

Quote from preferred vendor is \$6,600.00 to implement the software and \$800.00 per year to maintain it. Cost would be covered from the Technology budget.

Summary (explain why the action is necessary and the desired outcome after implementation):

Fraud alert service is designed to monitor, identify and notify individuals whose name or business name has been indexed from a document recorded in Wexford County Register of Deeds office. It allows the subscriber to have their name monitored in order to track possible fraudulent activity. This is something that is mandatory in many states and most of Registers in Michigan have already implemented this type of program. Our office has received many calls requesting this type of service and I think that its important to safeguard against one our most valuable assests.

Timeline (if request is approved at BOC meeting date noted above):

As soon as possible

List of Attachments:

Quotes from: Tyler Technologies &
Fidlar Technologies

Property Fraud Alert Service Agreement
Office of Roxanne Snyder, Register of Deeds
Wexford County, MI

Fidlar agrees to provide needed hardware, technology and software in order to perform needed search and notification to subscribers.

PFA Termination:

The license granted under this agreement, with regard to the Software, may be terminated by Fidlar for material failure of CLIENT to comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of the License program, or within ten (10) days after FIDLAR has terminated any license. The term of this agreement is one-year (1 year.) With no written communication from either side requesting cancellation, this agreement shall continue.

PFA Service Fees:

One-Time charge for PFA licensing, set-up and collateral: \$9,500
Annual Maintenance and Support: \$1,900.

Annual support includes the PFA services described herein and in Addendum A. Annual fee is subject to change based on mutually agreed upon changes/additions/deletions to the FPA service as described in the agreement. Changes/additions/deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.

CLIENT REPRESENTS THAT THIS AGREEMENT HAS BEEN READ AND IS ACCEPTED

WEXFORD COUNTY, MI ROD

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Quoted By: Christine Jandreau
 Quote Expiration: 11/8/23
 Quote Name: Wexford County Fraud Notify

Sales Quotation For:
 Wexford County
 432 E Division St
 Cadillac, MI 49601-1970
 Phone: +1 (231) 779-9453

Tyler Software

Description	Software Total	Year One Maintenance
Records Management Fraud Notify		
TOTAL	\$ 4,000	\$ 800

Professional Services

Description	Extended Price	Maintenance
Project Management Implementation		
Total Hours	12	
TOTAL	\$ 1,800	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 4,000	\$ 800
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 1,800	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 5,800	\$ 800
Contract Total	\$ 6,600	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.
- Travel Expenses will be billed as incurred according to Tyler's standard business travel policy.

Fraud Notify Module for Self Service:

Tyler Technologies integrated application includes:

- Public registration of name (individual & business), or Parcel ID, if applicable
- Automated email with link to County web site for viewing related index or index & image of documents recorded in recipient's registered name(s) or Parcel ID, if applicable

Scope of Work:

- Project Management
- Implementation
- Training

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

BOC Meeting Date	Acct	Acct Description	Revenue	Expense
2023-10-04	259-000-800.07	Contract Attorney		(\$25,000.00)
	259-000-727.00	Office Supplies		\$ 25,000.00
Comment/Reasoning: Office Improvements				



WEXFORD COUNTY BUDGET AMENDMENT

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

Department: WMPDO

REVENUE

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

EXPENDITURE

Account Number	Account Description	Increase	Decrease
259-000-800.07	Contract Attorney	\$	\$ 25,000
259-000-727.00	Office Supplies	\$ 25,000	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total		\$ 25,000	\$ 25,000

Stephanie Anderson

Department Head Signature

9.15.2023

Date

Finance Committee Approval Date (if necessary) _____

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

Date _____

CNUM# / ECATS# / AT&T Contract ID# of pre-existing Contract (**must be included**): 20210303-5362-1
 Case Number# / SPP# (if applicable): CN (B)303470
 Billing Telephone Number(s) (BTNs) / Account Telephone Number(s) (ATNS) (**required**): 231 779 3148 557

Customer ("Customer")	AT&T ("AT&T")
WEXFORD COUNTY	AT&T means the applicable Service Provider identified in the Agreement

This amendment ("Amendment") modifies the parties' pre-existing Confirmation of Service Order, Letter of Election, Pricing Schedule or other service agreement referenced above ("Service Agreement") and is effective on the date on which the last party signs this Amendment ("Effective Date"). This Amendment extends the term for the existing Service Agreement ("Service Agreement Term"), and minimum term or commitment for each of the Services ("Minimum Payment Period"), regardless of how such terms are referred to in the Service Agreement, but only for the services set forth in Section 1 of this Amendment ("Services"). If any other services are covered by the Service Agreement, such services shall not be affected by this Amendment.

This Amendment is available to existing customers with an unexpired Service Agreement Term or with a Service Agreement Term which expired less than 6 months prior to the Effective Date of this Amendment. Where the Service Agreement term is **unexpired**, this Amendment extends the existing Service Agreement Term and Minimum Payment Period. Where the Service Agreement Term is **expired**, this Amendment establishes a new Service Agreement Term and Minimum Payment Period. This Amendment is not available to Customers who seek E-rate funding for the Services provided under the Service Agreement, as modified by this Amendment.

Except as expressly set forth below, all other terms and conditions of the Service Agreement (including any associated master agreement or Business Services Agreement) apply.

1. SERVICE

States	Service Name
Illinois, Michigan, Ohio, Wisconsin	Centrex Service
Indiana	Advanced Centrex Service

2. EXTENSION PERIOD

Service Agreement Term and Minimum Payment Period Extension	Additional 12 months following the existing Service Agreement Term, or, if Service Agreement Term is expired, the Effective Date of this Amendment
--	--

3. EARLY TERMINATION CHARGES

Early Termination Charges do not apply if migrating to qualifying AT&T Service, as set forth in the applicable Service Publication.

4. CUSTOMER'S EXISTING SERVICE COMPONENTS, QUANTITIES AND RATES

The existing Services covered by this Amendment shall be the Service Components and quantities that were covered by the Customer's Service Agreement and were still in service as of the Effective Date of this Amendment, and the rates for such Services as specified in the Customer's Service Agreement will apply during the Service Agreement Term.

Rates in the Customer's Service Agreement for the Services identified in this section will be deemed to be applicable to such Services during the period, if any, between the expiration of the applicable Minimum Payment Period and the earlier of (i) the Effective Date of this Amendment or (ii) the date Customer's rates for the Services were increased to month-to-month Service Publication rates. No credit will be granted with respect to any Service Publication rates charged to Customer between the expiration of the applicable Minimum Payment Period and the Effective Date of this Amendment.

New system common blocks are not permitted under the Service Agreement, as modified by this Amendment.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: Gary Taylor	Printed or Typed Name:
Title: Chair, Wexford County Board of Commissioners	Title:
Date:	Date: