



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, November 01, 2023, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENT
- I. CONSENT AGENDA
Designated for topics on the agenda only.
 - 1. Approval of the October 18, 2023 Regular Meeting Minutes 1
 - 2. Reappointment to the Construction Board of Appeals (HR/PS 10/24/2023) 6
- J. AGENDA ITEMS
 - 1. Northern District Fair Board Tractor Agreement (BOC 10/04/2023) 7
 - 2. Fiscal Year 2024 Snowmobile Grant Agreement (Finance 10/25/2023)..... 13
 - 3. Council on Aging Fiscal Year 2024 Budget (Finance 10/25/2023) 15
 - 4. ARPA Funds – WWI Memorial Wall Match Donation (Finance 10/25/2023)..... 19
 - 5. ARPA Funds – Lake Mitchell Sewer Authority (Finance 10/25/2023)20
 - 6. Central Dispatch MEVO Anywhere Mobile Kit Purchase (Finance 10/25/2023)36
 - 7. Ottawa County Juvenile Bed Rental Agreement (Finance 10/25/2023)..... 39
 - 8. 2023 Bulk Paper Purchase (Finance 10/25/2023) 48
 - 9. Fiscal Year 2023 MSP EMPG Grant (Finance 10/25/2023) 51
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, October 18, 2023

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

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

Absent- Commissioner Jason Mitchell

Pledge of Allegiance.

Additions/Deletions to the Agenda-

J.10 Sale of Old Animal Control Truck

J.11 Apportionment Report

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None*

Presentation and Reports- *None*

Public Comment-*None*

Consent Agenda

1. Approval of the October 04, 2023 Regular Meeting Minutes

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

All in favor.

Agenda Items

1. Resolution 23-16 Opposing Preempting Local Control for Solar & Wind Developments

MOTION by Comm Theobald, seconded by Comm Musta to approve Resolution 23-16 Opposing Preempting Local Control for Solar & Wind Developments.

Roll Call: Motion passed 8-0

2. Resolution 23-17 Supporting Operation Greenlight for Veterans

MOTION by Comm Adams, seconded by Comm Townsend to approve Resolution 23-17 Supporting Operation Greenlight for Veterans.

Roll Call: Motion passed 8-0.

3. FOIA Coordinator Designation

MOTION by Comm Musta, seconded by Comm Townsend to approve the Board Chair formally designate the Deputy County Administrator as the FOIA Coordinator and the Senior Executive Assistant as the Assistant FOIA Coordinator.

Roll Call: Motion Passed 8-0.

4. Prosecuting Attorneys Wage Increases

MOTION by Comm Adams, seconded by Comm Bush to approve setting the top annual wage for the Prosecuting Attorney to \$120,000, for the Chief Prosecuting Attorney to \$92,500, and for the Assistant Prosecuting Attorneys to \$75,000 effective October 18, 2023.

Comm Potter mentioned that he had been tracking this for two years and with the recent changes to the Public Defender's office, this is the minimum we should be doing.

Comm Theobald asked if this was part of the prosecutor's budget, Administrator Porterfield responded that it would be monies added to his budget. In addition, the position that has been vacant for the last year would account for the increased budget.

Roll Call: Motion Passed 8-0.

5. Prosecuting Attorney's Office New Case Management System

MOTION by Comm Theobald, seconded by Comm Bush to approve the Prosecuting Attorneys Association of Michigan and Wexford County Prosecutor's Office Contract for Prosecutor by Karpel and authorize the Chairman to sign on behalf of the County.

Roll Call: Motion Passed 8-0.

6. Board of Canvassers Per Diem Increase

MOTION by Comm Bush, seconded by Comm Theobald to approve the Board of County Canvassers per diem increase to match the rates in Policy A-3.0, effective October 18, 2023.

Roll Call: Motion passed 8-0

7. Early Voting Inspectors' Rates

MOTION by Comm Theobald, seconded by Comm Potter to approve the presented Early Voting Inspectors' Wage rate be set at \$15.00 per hour.

Roll Call: Motion passed 8-0.

8. Revised Fiscal Year 2024 Budget Calendar
MOTION by Comm Baughan, seconded by Comm Theobald to approve the presented revised Fiscal Year 2024 Budget Calendar.

Roll Call: Motion passed 8-0.

9. Tigg's Canteen Service Agreement
MOTION by Comm Adams, seconded by Comm Bush to approve Renewal One of the Food Service Agreement with Tigg's Canteen Services and authorize the Chairman to sign on behalf of the County.

Roll Call: Motion passed 8-0.

10. Sale of Old Animal Control Truck
MOTION by Comm Bush, seconded by Comm Theobald to approve selling the Old Animal Control Truck to the Soil Conservation District in the amount of \$1.00.

Roll Call: Motion passed 8-0.

11. Apportionment Report
MOTION by Comm Theobald, seconded Comm Bush by to approve the Apportionment Report as presented and authorize the Equalization Director to sign.

Administrator Porterfield explained the process from the information provided from the Apportionment Report.

Roll Call: Motion passed 8-0.

Administrator's Report-

Administrator Porterfield explained there are issues with the current offer on the old jail property regarding zoning. The property will remain on the market. Thank you to the board for the extension on the deadline for the 2024 Budget. Corinna, our accountant, is coming in on the 25th of October to look over things. Jamie and Joe sat in on meeting for material management.

Correspondence-

1. 2024 Holiday Memo
2. 2023 RAP-Wexford County Landfill Update

Public Comments-

Don Koshmider, Cadillac, thanked the Board for their service. They are doing a great job. He mentioned that we are in crazy times and headed for rough waters. China is attacking

fishing boats in South China Sea. He hopes we are all patriots and take our jobs serious. It is nice to know that we have good leaders at the helm.

Prosecutor Corey Wiggins, Cadillac, thanked the board for their vote today. It really means a lot to the Prosecutor's Office. In the times today with prosecutors and law enforcement every ounce of support truly helps.

Liaison Reports-

Comm Townsend attended the airport meeting last Wednesday. The airport is doing very well. Next year Wings and Wheels, may include boats. He also attended a Library meeting on Monday where Lee Jones is retiring. They will be looking for applications for his replacement.

Comm Adams had plans to attend the 911 Emergency Services Committee, but Travis Baker didn't feel there was enough on the agenda for a quarterly meeting. There will not be a meeting until January.

Comm Bush, attended a CAMA meeting at Rexair and toured the facility.

Comm Taylor attended the Council on Aging. Their 2024 Budget will be coming to the next Finance Committee meeting.

Board Comments-

Comm Townsend thanked the Board Chair for the wreaths across America.

Comm Adams appreciated the material that Prosecutor Wiggins gave them to read prior the vote today.

Comm Theobald mentioned Bell Ringers are needed for Salvation Army for the Holiday Season. Thanksgiving baskets sign up from October 30 through November 10. Comm Theobald will be at Sav-A-Lot October 27 & 28 from 2:00pm – 4:00pm for Ed Kellogg Food Drive. If you are interested in Project Christmas, December 9, 2023, contact phone number is 231-429-9214. Salvation Army is working hard on a day community center. Someone donated a full kitchen, so they are feeding the homeless. Thank you to Comm Taylor for all of his hard work on Operation Green Light for Veterans and for always going above and beyond for our veterans.

Comm Potter also shared appreciation to Operation Green Light.

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:17 p.m.

All in favor.

Gary Taylor, Chairperson

Karen S. Maury, Chief Deputy Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources/Public Safety Committee
FOR MEETING DATE: November 01, 2023
SUBJECT: Construction Board of Appeals Reappointment

SUMMARY OF ITEM TO BE PRESENTED:

The term for Scott Kleinsorge, who currently serves as a member of the Construction Board of Appeals, expires October 31, 2023, Mr. Kleinsorge has expressed his desire to continue to serve this position.

RECOMMENDATION:

The Human Resources/Public Safety Committee forwards a recommendation to the full board to reappoint Mr. Scott Kleinsorge to the Construction Board of Appeals for a three-year term expiring October 31, 2026.

**LEASE AND OPTION TO PURCHASE AGREEMENT
TRACTOR, ATTACHMENTS AND ACCESSORIES**

THIS AGREEMENT is made and entered this ____ day of _____, 2023, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, of 437 E. Division St., Cadillac, MI 49601 (hereafter, the "County" or "Lessor")) and **THE NORTHERN DISTRICT FAIR ASSOCIATION**, a Michigan non-profit corporation, of P.O. Box 131, Cadillac, MI 49601 (hereafter, the "Fair" or "Lessee").

WITNESSETH:

WHEREAS, Wexford County has or is in the process of purchasing a new New Holland Workmaster 40 Unit Tractor and tractor attachments and tractor accessories (hereafter, "the Tractor & Equipment") as set forth on the Burnips Equipment quotation date "valid through 7/22/23" which is attached hereto as Exhibit A and which is incorporated by this reference into this Agreement as if fully set forth here; and

WHEREAS, the Fair has need for the use of the Equipment at the Wexford County Fairgrounds in Haring Township and is agreeable to lease, with an option to purchase, the Equipment from the County; and

WHEREAS, the County is willing to lease and sell to the Fair the Equipment under the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained,

IT IS HEREBY MUTUALLY AGREED, as follows:

I. TERM.

This Lease commence upon delivery of all or part of the Equipment to the Fair. The term of this lease will be for a period of **FIVE YEARS**, unless terminated earlier by the County according to terms of this Agreement, or unless the purchase option is exercised by the Fair prior to or on the date of the expiration of the five year term. ("Lease Term").

II. LEASE OF THE OF EQUIPMENT WITH AN OPTION TO PURCHASE.

A. The County agrees to let, and the Fair agrees to lease, the Equipment, for the sum of \$8,570.00 per annum. The first lease payment shall be remitted by the Fair to the County on or before June 30th 2024, and thereafter a single annual installment will be paid by the Fair to the County, which sum shall be remitted to the County on or before June 30th for each remaining year of the Lease Term, as follows:

<u>Year</u>	<u>Lease Payment Date</u>	<u>Amount</u>
2023-2024	June 30th, 2024	\$8,570.00
2024-2025	On or before June 30th, 2025	\$8,570.00
2025-2026	On or before June 30th, 2026	\$8,570.00
2026-2027	On or before June 30th, 2027	\$8,570.00
Final	On or before June 30th, 2028	\$8,570.00

B. Title shall not pass to the Fair, and the Fair shall have no ownership interest in Equipment unless and until the total compensation is paid under this lease, or unless and until the purchase option is exercised by the Fair.

C. Upon thirty (30) days prior written notice from Fair to County, and provided that no event of breach or non-performance has occurred and is continuing, the Fair will have the right to purchase the Equipment by paying to County the full unpaid total sum unpaid sum under this Lease. It is understood and agreed that the Fair's payment in full of the total sum due under this Lease shall be construed as the exercise of the purchase option and that the Fair shall retain possession of and the County will transfer title to the Equipment free and clear of any claims or liens thereon by the County. Upon satisfaction by Fair of such purchase conditions, County will transfer any and all of its right, title and interest in the Equipment to Fair on an "AS IS" basis, without warranty, express or implied, except that the Equipment is free and clear of any liens created by the County.

III. LIMITATION OF WARRANTIES, "AS IS"

A. Fair acknowledges that County has purchased the Equipment new and from a reputable vendor. Prior to entering this agreement, Fair has had been given an opportunity to review, assess and evaluate the Equipment and, in fact, has conducted such due diligence review. The Equipment is being leased by the Fair "AS IS", without warranty from the County, express or implied, except that the Equipment is free and clear of any liens created by County. This provision does shall not be interpreted to waive, release, negate, or adversely effect in any way any applicable manufacturer warranty which may be applicable to the Equipment.

B. FAIR FURTHER ACKNOWLEDGES THAT COUNTY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN FAIR AND COUNTY, THE EQUIPMENT SHALL BE ACCEPTED BY FAIR "AS IS" AND "WITH ALL FAULTS". COUNTY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE, PEROSNAL INJURY, OR LOST PRODUCTION WHETHER SUFFERED BY FAIR OR ANY THIRD PARTY.

IV. USE, MAINTENANCE & REPAIR, LIENS, RISK OF LOSS.

A. Fair will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, and regulations relating to. Fair and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment.

B. Fair, at its expense will keep the Equipment in good maintenance and repair. To the extent not subject to a manufacturer's warranty or insurance proceeds, any and all necessary maintenance or repairs of the Equipment shall be exclusively at the Fair's expense.

C. Fair shall keep the Equipment free and clear of all levies, liens and encumbrances except those which may be created under this Lease. Without County prior written consent, Fair will not either (1) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of the Equipment or any interest in this the Equipment or; (2) sublet or lend the Equipment or permit it to be used by anyone other than Fair or County employees.

D. Fair assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Fair of the obligation to make Lease Payments or to perform any other obligation under this Lease

V. INSURANCE.

A. The County will at its expense maintain at all times during the Lease Term physical damage insurance coverage with limits in an amount which is not less than the value of the Equipment. Physical damage insurance proceeds for total loss or damage to the Equipment shall be first be applied to fully satisfy and pay the County the full remaining balance of this Agreement before being applied to by Fair to the replacement of the Equipment. In the event of a partial insurable loss or damage, proceeds for loss or damage to the Equipment physical damage insurance proceeds may be applied – by mutual consent of the County and Fair -- to the replacement of or repair to the Equipment. In such event the repaired Equipment shall continue to be construed to be subject to the terms of this Lease and the Fair shall continue to make payments set forth in this Agreement.

This contractual provision and any duty to of the County to provide physical insurance coverage requirement shall terminate automatically upon Fair's exercise of the option to purchase the Equipment.

B. Fair will, at its expense, maintain at all times during the Lease Term commercial general liability and property damage insurance an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate limits of not less than \$5,000,000.00. The liability and property damage insurance shall include an endorsement stating the following shall be Additional Insured's: Wexford County, all Wexford County elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Wexford

County as additional insured, coverage afforded is considered to be primary and any other insurance Wexford County may have in effect shall be considered secondary and/or excess. The insurance shall also include an endorsement stating that is it understood and agreed thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Wexford County, ATTN: County Administrator, 437 E. Division St., Cadillac, MI 49601.

C. The County and Fair shall provide the other Party with proof and, if requested, copies of the above certificates of insurance as well as the required endorsements.

D. If any of the above coverages expire during the term of this Agreement, the County or Fair shall deliver renewal certificates and endorsements to the other Party at least ten (10) days prior to the expiration date.

VI. BREACH AND REMEDIES

A. In the event of a failure by the Fair to perform or observe any other covenant, condition, or term of this Agreement by the Fair, including but not limited if Fair fails to make any lease payment as it becomes due in accordance with the terms of the Lease, the County will provide the Fair written notice of the breach/failure to perform, and provide the Fair a thirty calendar day opportunity to cure.

B. If such breach or failure is not cured by Fair within the thirty calendar day cure period after written notice thereof by County, the County may, at its option, exercise any one or more of the following remedies:

1. By written notice to Fair, declare the full unpaid balance for ALL amounts payable under the remaining to be immediately due and payable, whereupon the full amount shall become immediately due and payable.
2. In the event the Fair fails to pay the full sum as is immediately due and payable within sixty calendar days, County may exercise any one or more of the following remedies: (i) by written notice to Fair, demand Fair to (and Fair agrees that it will), at Fair's expense, promptly discontinue use of the Equipment and return the Equipment to County (ii) County may sell, return, or lease the Equipment or sublease it for the account of Fair, holding Fair liable for the difference between the purchase price, rental or other amounts paid by the subsequent purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Fair which remain unpaid; (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment.
3. In addition, Fair will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by County with respect to the enforcement of any of the remedies listed above or any other remedy available to County.

VII. CIVIL RIGHTS.

The parties mutually agree to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties further agree that they shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, political affiliation or beliefs, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. A breach of this covenant shall be regard as a material breach of the Agreement.

VIII. WAIVERS.

No failure or delay on the part of either the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

XIX. AGREEMENT MODIFICATIONS.

All modifications to this Agreement must be mutually agreed upon by the parties and incorporated into written amendments to this Agreement, and signed by their duly authorized representatives.

X. GOVERNING LAW, AND VENUE.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Northern Division.

XI. DISREGARDING TITLES.

The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XII. COMPLETE AGREEMENT.

This Agreement contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any

part thereof shall have any validity or bind any of the parties hereto.

XIII. SEVERABILITY.

If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder or this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement, shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.

XIV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.

The persons signing this Agreement on behalf of the parties hereunto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

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

COUNTY OF WEXFORD

By: _____
Gary Taylor, Chairperson Date
County Board of Commissioners

THE NORTHERN DISTRICT FAIR ASSOCIATION

By: Amy Wall 10-20-23
(Signature) Date

Larry Walsh
(Print Name)

Its: President
(Title)



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

**FY 2024 SNOWMOBILE LAW ENFORCEMENT PROGRAM
GRANT AGREEMENT**

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

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

1. The Agreement period is **October 1, 2023** through **April 30, 2024**.
2. The GRANTEE has been approved by the DEPARTMENT to receive Snowmobile Law Enforcement funding for the following scope of work:
 - a. Snowmobile law enforcement and related activities with emphasis on the state-designated snowmobile trail system and other public land. This funding is not meant to support enforcement of local ordinances.
 - b. Snowmobile law enforcement program operating expenses.
 - c. Contractual services, supplies and materials (CSS&M), including purchase of personal gear, such as boots, gloves, goggles, uniforms, and first aid kits; purchase of parts for equipment used in the program and cost of labor for installation or repair work; purchase of electronics and associated items costing \$1,000 or less each.
 - d. Purchase of the following equipment for snowmobile law enforcement purposes:

None

3. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of snowmobile law enforcement and related activities, operating expenses and CSS&M, but not to exceed
Four Thousand Dollars **\$4000**
 - b. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of equipment purchased for snowmobile law enforcement purposes and authorized under item 2.d. in this Agreement, but not to exceed
None Dollars **\$0**

4. This Agreement shall be administered on behalf of the DEPARTMENT through Parks and Recreation Division (PRD).
 - a. All reports, documents, or actions required of the GRANTEE are to be submitted to PRD, Department of Natural Resources, PO Box 30257, Lansing, MI 48909-7757.
 - b. The GRANTEE'S contact for this grant is:

Name _____ Title _____

Address _____

City, State, ZIP _____

Telephone No. _____ Fax No. _____

E-mail _____

SNOWMOBILE LAW ENFORCEMENT
GRANT AGREEMENT

5. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
6. To receive reimbursement under this Agreement, the GRANTEE shall submit a completed State Aid Voucher (form PR1988-2) along with required documentation of expenditures and an activity report to the DEPARTMENT by **May 31, 2024**.
7. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a) the GRANTEE has signed it and returned it, and
 - b) the DEPARTMENT has signed it.

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

GRANTEE

Name (Print) _____ Title _____
Signature _____ Date _____

DEPARTMENT OF NATURAL RESOURCES

Name (Print) _____ Title _____
Signature _____ Date _____

Send this completed, signed agreement to:

kennedyr@michigan.gov
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PARKS AND RECREATION DIVISION
PO BOX 30257
LANSING MI 48909-7757

**Wexford County Council on Aging
Proposed Budget for 2024
For Year Ending December 2024**

	2023 Approved Budget	2024 Proposed Budget
Local Revenues		
Millage	1,120,000	1,204,000
Personal Property Reimbursement	0	0
Contributions	20,000	9,000
Private Pay	82,884	97,391
Senior Expo/Gala	13,100	13,100
Cost Share	227,594	199,951
Veteran's Home Care	2,500	0
MMAP/MIPPA	25,000	20,088
Veteran's Admin.	0	0
Advertisement	5,520	6,925
Interest	5,000	10,000
Clinic Foot Care	15,000	16,200
Other Local Revenues	1,000	0
Total Local Revenues	1,517,598	1,576,655
State Revenues		
AAA Medicaid Waiver	30,000	39,884
NHC Medicaid Waiver	18,144	15,876
AAA Care Management	70,632	71,897
DHHS	55,422	31,036
NLCMH ADC Grant	0	0
AAA ADC Grant	30,000	30,000
MOW Srvs Assmnts	7,392	8,106
Other State Revenue	100	100
Total State Revenue	211,690	196,899
Transfer from Depr. Reserve	55,048	
Transfer from Fund Balance	187,567	255,041
1x Transfer Special Project Monies		15,164
Total Revenues	1,971,903	2,043,759

**Wexford County Council on Aging
Proposed Budget for 2024
For Year Ending December 2024**

Expenditures	2023 Approved Budget	2024 Proposed Budget
Program Wages & Salaries	1,064,182	1,114,316
Executive Wages	73,000	80,000
Performance Raise 1% HHA & 2% Office	11,216	6,198
DWPP Pay \$2.35/hr 2023 NOW \$3.20 in 2024 Non Reimbursed by Funding Agencies	71,471	101,977
Social Security Tax	70,565	75,843
Medicare Tax	16,503	17,738
Unemployment Tax	9,690	9,690
Employee Benefits		
Health Insurance	112,486	64,860
HRA	5,000	8,000
Retirement Employer 2%	20,105	24,565
Cell Phone	5,760	8,100
Worker's Compensation Ins.	29,346	16,667
Contracted Srvs (Sn Plowing)	55,000	55,000
Contracted Srvs (Lawn Care)	0	0
Contracted Srvs (MOW DB)	0	0
		120,000
RFP		
Contracted Srvs (Sr. Companion)	5,000	
Contracted Srvs (MOW)	25,000	
Contracted Srvs. (Manton Sr)	31,000	
Contracted Srvs (Cadillac Sr)	31,000	
COA Client Emergency Fund	5,852	5,000
Feeding America	2,000	1,000
Professional Fees		
Tasc Claim Fees & Admin	900	1,000
CIC Benefit Fees	1,560	1,900
Occupational Injury Claims	500	500
BCB Audit	8,500	9,800
Prof Fees COA	0	2,000
Prof Fees DB	0	200

**Wexford County Council on Aging
Proposed Budget for 2024
For Year Ending December 2024**

	2023 Approved Budget	2024 Proposed Budget
Recruit/Emp Fees	3,000	1,000
Office Supplies - COA	7,500	8,500
Office Supplies - DayBreak	1,000	500
Food Supplies COA	0	500
Food Supplies DayBreak	2,056	2,850
Janitorial/Operating Supplies COA	7,500	4,457
Janitorial/Operating Supplies DB	3,860	1,000
Sr. Expo	8,500	8,500
Sr. Gala	0	2,000
Liability Insurance & Bonds COA	12,361	8,985
Liability Insurance DB	4,322	6,367
Automobile Insurance	0	3,170
Shuttle Bus Insurance	0	2,500
Telephone & Internet Srv Fees COA	7,201	6,000
Telephone & Internet Srv Fees DB	2,970	3,000
Postage COA	7,500	7,500
Postage DB	500	500
Software Srv Fees	3,500	37,000
COA Utilities - Electric	4,579	6,000
COA Utilities - Haring Water	240	250
COA Utilities - Natural Gas	3,800	3,800
COA Utilities - Trash Removal	986	1,140
DB Utilities - Electric	1,173	1,400
DB Utilities - Water & Sewer	300	376
DB Utilities - Natural Gas	1,030	1,060
DB Utilities - Trash Srv	425	500
COA Shuttle Bus Fuel	0	5,000
COA Shuttle Bus Maintenance	0	2,000
Day Break Automobile Fuel	0	1,400
Lease Expense	7,500	6,000
DB Repairs & Maint.	36,600	10,150
Computer/Office Equip Repairs & Maint.	39,500	20,000
Indoor Cleaning & Maint	4,500	5,700
Outdoor Maint.	6,000	6,600
Dues & Subscriptions COA	500	1,320
Dues & Subscriptions DB	379	380

**Wexford County Council on Aging
Proposed Budget for 2024
For Year Ending December 2024**

	2023 Approved Budget	2024 Proposed Budget
Marketing & Publicity COA	9,500	14,000
Marketing & Publicity DB	1,000	1,000
Bad Debt Expense	500	500
Mileage - Homecare & Admin	50,000	50,000
Community Outreach (Meals & Conf.)	500	1,500
Continuing Education	2,500	2,500
Staff Training & Recognition	500	500
Depreciation/Equipment	17,385	19,500
Special Projects		
Volunteer Transport (CWTA)	20,000	20,000
P.E.R.S. & Med Box	4,000	0
Sign Project	100	0
Feeding American 1x	1,000	
SNAG (Sr. Apprec Not Budgeted item IN/O	0	0
Miscellaneous Expense	5,000	7,500
Cash Reserve Account	25,000	25,000
Total Expenditures	1,971,904	2,043,759
Increase (Decrease) in Net Assets	0	0

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 01, 2023
SUBJECT: ARPA Funds – WWI Memorial Wall Match Donation

SUMMARY OF ITEM TO BE PRESENTED:

The Rotary Club has graciously donated \$12,500 toward the World War I Memorial Wall project. The ARPA Committee is requesting the County match that donation. This donation would provide enough funds to complete the project.

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to approve donating \$12,500 of ARPA funds to complete the WWI Memorial Wall project.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 01, 2023
SUBJECT: ARPA Funds – Lake Mitchell Sewer Authority

SUMMARY OF ITEM TO BE PRESENTED:

The Lake Mitchell Sewer Authority requested the County donate ARPA funds towards the LMSA sewer utility improvement project. The ARPA Committee is recommending the County award the LMSA \$100,000 to be utilized for this project.

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to approve awarding the LMSA \$100,000 of ARPA funds for their sewer utility improvement project.

COUNTY OF WEXFORD, MICHIGAN

**Agreement for Subaward of Federal Financial Assistance
American Rescue Plan Act (ARPA)**

WHEREAS, the County of Wexford (“County”) has received funding through the American Rescue Plan (ARPA) Act of 2021 Federal Award Identification Number _____ (FAIN) ; and,

WHEREAS, one of the eligible and authorized uses for such funds is use for “necessary investments in water, sewer, or broadband infrastructure”. By rule, such authorized use includes a broad range of projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems and provides local governments with “wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure”; and,

WHEREAS, ARPA permits a local government to transfer funds to other entities, including other levels or units of government including special-purpose districts that perform specific functions in the community, such as water or sewer districts; and,

WHEREAS, Lake Mitchell Sewer Authority has applied to the County for transfer of ARPA funds; and,

WHEREAS, the County has agreed to make ARPA funds on available to the Lake Mitchell Sewer Authority (“Subrecipient”) on a not-to-exceed basis for identified measures and necessary investments to improve wastewater infrastructure systems, specifically the acquisition, but not installation of not less than two C30N6, 30kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine generators, as more particularly described in the Preliminary Engineering Report dated January 2020 (hereinafter referred to as the “Program”) subject to the terms and conditions of this Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

THIS AGREEMENT is made the ___ day of _____ 2022, by the COUNTY OF WEXFORD, a municipal corporation, with offices located in the County Administration Building, 437 East Division Street, Cadillac, MI. 49601, as the pass-through entity (hereinafter referred to as the “County”) and, the LAKE MITCHELL SEWER AUTHORITY, a Michigan public utility authority organized under the provisions of Act 233 of the Public Acts of Michigan of 1955, as amended, located at 3161 S. Lake Mitchell Dr., Cadillac, MI. 49601) (hereinafter often referred to as the “Subrecipient”).

ARTICLE I – REQUIRED DATA ELEMENTS

Subrecipient shall provide data elements detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and

Budget, hereinafter referred to as the Uniform Guidance) including its DUNS registered name, DUNS number, and all fulfill other pre-award requirements.

ARTICLE II – DURATION AND SCOPE OF SERVICES

Section 1 - Agreement Period and Termination. The Subrecipient shall commence performance of the services and obligations required of it hereunder on the date this Agreement is fully executed by the Parties hereto and shall terminate one (1) year from the date of commencement, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Subrecipient. In the event this Agreement is terminated for any reason, the Subrecipient shall immediately stop making new commitments requiring expenditures of ARPA funds and return all unexpended funds to the County as directed by the County's Administrator's Office. It is expressly understood and agreed that in the event of a breach of this Agreement by the Subrecipient and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

Section 2 - Scope of Services. The Subrecipient shall develop and implement the Program to improve wastewater infrastructure systems as detailed in the Preliminary Engineering Report dated January 2020 which is incorporated by reference into this Agreement and made a part hereof.

Section 3 -Subaward Amount and Timing.

a. The subaward amount to be paid by the County to the Subrecipient under this Agreement shall be up to, but not exceed the sum of \$100,000 payable from ARPA Funds. The allocation of ARPA funds is subject to the terms and conditions of this Agreement and the County's actual receipt of the ARPA funds. Payment of the full amount of the funds shall be made to the Subrecipient via electronic funds transfer (EFT) in disbursements according to a payment schedule to be determined by the County.

b. The Subrecipient shall receive such compensation as follows:

The Subrecipient may request an advance of funds under this Agreement if it maintains or demonstrates the willingness to maintain both:

1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash

requirements of the Subrecipient in carrying out the terms of this Agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

If the Subrecipient does not meet the requirements for advance funds, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed-upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar days after the receipt of the reimbursement request and the agreed upon financial and programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE III – ADDITIONAL DUTIES OF SUBRECIPIENT

Section 1 - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

Section 2 - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this Agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this Agreement.

Section 4 – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Section 5 - In addition to this Agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this Agreement:

1. Standard Assurances
2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
3. Audit Certification

Section 6 - The Subrecipient is to report to the County Administrator and will cooperate and confer with him/her as necessary to insure satisfactory progress on the implementation and completion of the Program. The Subrecipient shall submit all financial reports monthly by electronic submission to the County. The Subrecipient shall submit all programmatic reports no less than quarterly by electronic submission. As required by ARPA, Expenditure Reports are to be submitted monthly.

On a quarterly basis, due no later than the 15th of the month following the end of a calendar year quarter programmatic data, and project demographic distribution data as outlined in Attachment A will be required. This is in addition to the monthly expenditure report. Reports are due by no later than January 15th, April 15th, July 15th and October 15th.

Section 7 - The Subrecipient agrees to only incur costs under this Agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

Section 8 - All reports made in connection with the fund grant under this Agreement are subject to review and final approval by the County Administrator. When applicable, the Subrecipient will submit a final, written report to the County Administrator.

Section 9 - The Subrecipient and/or sub-Subrecipients shall disclose in writing to the County any potential conflict of interest it has related to the County or this Agreement subject to the provisions 2 CFR 200.318.

Section 10 - The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.

Section 11 - Any unused and unobligated funds provided under this Agreement in the Subrecipient's possession when this Agreement terminates shall be returned to the County or used in accordance with instructions provided by the County.

Section 12 - The Subrecipient, as required by law shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation, or any other legally protected classification. The Subrecipient shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

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

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Subrecipient is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Subrecipient.

ARTICLE IV – SUSPENSION OF FUNDING

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

1. Failure to expend funds in a timely manner consistent with the Agreement milestones, guidance, assurances, and/or ARPA grant requirements.
2. Failure to comply with the requirements or statutory objectives of federal or state law.
3. Failure to follow Agreement requirements or special conditions.
4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
5. Failure to submit required reports.
6. Filing of a false certification on the application or other report or document.
7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this Agreement.

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

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE V - PERSONNEL

Section 1 - The Subrecipient will provide the required services and will not subaward or assign the services without the County’s written approval.

Section 2 - The Subrecipient will not hire any County employee or elected/appointed official for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this Agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient.

ARTICLE VI - INDEPENDENT SUBRECIPIENT

Section 1 - Subrecipient and the County shall, at all times, be deemed to be independent Subrecipients and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Subrecipient shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Section 2 - Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this Agreement, Subrecipient retains the sole right and obligation to direct, control or supervise the details and means by which the Program is implemented and completed.

Section 3 - The Subrecipient's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

Section 4 - The Subrecipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Subrecipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage. Subrecipient shall be solely responsible for payment of all taxes arising out of the Subrecipient's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Subrecipient.

ARTICLE VII - INDEMNIFICATION AGREEMENT

To the extent permitted by law, Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts

or omissions of Subrecipient, any sub-Subrecipient of the Subrecipient, or any employee, agent or representative of the Subrecipient or any sub-Subrecipient of the Subrecipient.

It is mutually understood and agreed that each of the Agreement and their officers, agents, servants, volunteers and employees are engaged in a governmental function. Nothing herein contained shall be construed as a waiver of governmental immunity or any other defenses to liability of any party.

ARTICLE VIII- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' Compensation Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance with a on an "occurrence basis" only with limits of liability of not less than \$1,000,000.00 per occurrence and/or aggregate, covering personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Subrecipients coverage.
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$500,000.00 per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
4. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured;" the County, and all of the County's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds regardless of whether said other available coverage be primary, contributing or excess.
5. Deductibles and SIRs. The Subrecipient shall be responsible for paying any deductibles and/or self-insured retentions (SIRs) in its insurance coverages.
6. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the County. In the event the Subrecipient's insurer refuses to provide such an endorsement the Subrecipient shall be responsible for providing the required notice.

7. Proof of Insurance. The Subrecipient shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

ARTICLE IX- COMPLIANCE WITH LAWS AND REGULATIONS

Section 1 - The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

Section 2 - The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this Agreement.

Section 3 - Use of ARPA funds paid under this Agreement for or in support of political activities is prohibited. Any such use of ARPA funds shall be a material breach of this Agreement.

ARTICLE X - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient certifies that it has no interest which would conflict with the performance of services required by this Agreement. The Subrecipient also certifies that, in the performance of this Agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Subrecipient certifies that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this certification, the County may cancel this Agreement without liability or, at its discretion, deduct the full amount of

the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This Agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this Agreement without the written consent of the other.

ARTICLE XIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Section 1 - Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this Agreement by written amendments signed by both parties.

Section 2 - Unilateral modification of the Agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this Agreement by giving thirty (30) days written notice to the County.

Section 3 - In the event that the Subrecipient fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce or diminish or terminate the compensation in a manner which reflects such noncompliance.

Section 4 - The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated for the Program in this Agreement, as well as changes of address or personnel affecting this Agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XIV – APPLICABLE LAW AND VENUE

Section 1 - This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

Section 2 - In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

ARTICLE XV - EXTENT OF AGREEMENT

Section 1 - This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations, or agreements whether written or oral.

Section 2 - No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

ARTICLE XVI – NON-BENEFICIARY CONTRACT

This Agreement is solely between the County and Subrecipient. No other parties are part of this Agreement. This Agreement is not intended to make any person or entity, not a party to this Agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XVII - SEVERABILITY

If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

ARTICLE XIII – AUTHORITY TO SIGN

The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

WEXFORD COUNTY

By: _____ (DATE) _____

LAKE MITCHELL SEWER AUTHORITY

By: _____ (DATE) _____

STANDARD ASSURANCES

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the 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. 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 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
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.

Signature of Subrecipient's Authorized Representative

Title of Subrecipient's Authorized Representative

Name of Subrecipient Organization

Date Submitted

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Wexford County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered

transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110— A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 – a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Wexford County Administrator's Office, 437 East Division Street, Cadillac, MI. 49601. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(g) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate

satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Wexford County Administrator's Office, 437 East Division Street, Cadillac, MI. 49601. Notice shall include the identification number(s) of each affected grant.

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

Name of Subrecipient Organization

Printed Name and Title of Subrecipient's Authorized Representative

Signature of Subrecipient's Authorized Representative

Date

Contract # _____

Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

Program: _____ CFDA Number: _____

Subrecipient Information:

Organization Name: _____

Street Address: _____

City, State, Zip Code: _____

Independent Audit Firm: _____

Certification for Fiscal Year Ending (mm/dd/yyyy): _____

(Check appropriate box):

- I certify that the Subrecipient shown above does not expect to expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will not be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, for the above listed program.

- I certify that the Subrecipient shown above expects it will expend \$750,000 or more in federal funds during at least one fiscal year that funds are received for the above listed program and thus it will be required to have a Single Audit performed under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.

Signature of Subrecipient's Authorized Representative Date



Wexford County

Request for Board of Commissioner Action

J.6.

Department: Central Dispatch

Submitted by: Travis Baker

Subject: MEVO Anywhere Mobile Kit

Committee: Finance

Committee Meeting Date: 10/25/2023

BOC Meeting Date: 11/1/2023

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

Approval to send to the full BOC board for Central Dispatch to purchase the MEVO Anywhere Mobile Kit.

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):

Total one-time equipment cost is \$7,755.37 with a yearly annual service fee starting year 2 of \$2,235.19.

Equipment and annual service fee will be coming from Central Dispatch line item 261-000-980.00 Money is there for this purchase.

This is a proprietary system to the State of Michigan 911 network, and we are unable to purchase from anywhere else, or purchase any other type of system.

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

The MEVO Anywhere Mobile Kit is a backup 911 phone system built into a hard portable case. This product is approved by our 911 network provider and will be connected directly into them when in use using the included FirstNet service or can be plugged into any internet connection. There will be two (2) phones in this case, which can be used at large incidents to answer 911 calls when/if a mobile dispatch or secondary dispatch center is set up. These can also be used if we need to abandon our current building for a short or long period of time and continue to answer 911 calls from the public.

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

Once approved, I will contact Indigital and get the order started.

List of Attachments:

MEVO Anywhere Mobile Kit w/2 Phones

Larry Stidham
 VP Sales & Marketing
 (260) 469-2151
lstidham@indigital.net

Wexford County Central Dispatch, MI
 Travis Baker
 (231) 306-2127
tbaker@wexfordcounty.org



8/2/23

Line	Part #	Description	Qty	Item	Extended
MEVO Anywhere					
1	IN460182	Mobile Command Travel Case (1-2 phones)	1	\$638.89	\$638.89
2		Neutrik Power Connectors + Cover(Case External Power Port)	1	\$18.37	\$18.37
3		Xtreme Power Conversion J60-350 Lithium Ion UPS 350VA/200W 120	1	\$480.35	\$480.35
4	IN460130	Mitel 6873i SIP Phone (MEVO V1.2)	2	\$532.00	\$1,064.00
5		Cradlepoint Netcloud Essentials + IBR600C+accessories	1	\$839.65	\$839.65
6		NetGear GS803EP 8-port PoE Managed Switch	1	\$132.00	\$132.00
7		Peripherals and Cables	1	\$226.92	\$226.92
8		Subtotal			\$3,400.18
MEVO Service					
9	IN460339	MEVO Kit Backup Service Fee (1YR)**	2	\$480.00	\$960.00
10	IN460521	INdigital Support & Maintenance (1YR)**	1	\$315.19	\$315.19
11		FirstNet Band 14 Service Fee (1YR)**	1	\$960.00	\$960.00
12		Subtotal			\$2,235.19
Configuration & Training					
13	IN460336	NGCS Core Setup & Configuration	1	\$870.00	\$870.00
14		FirstNet initialization	1	\$700.00	\$700.00
15	IN460337	MEVO Operation & Deployment Training	1	\$350.00	\$350.00
16		Shipping	1	\$200.00	\$200.00
17		Subtotal			\$2,120.00
18				Total Investment	\$7,755.37
19					
Annual Service Fee Beginning Year Two					
20	IN460339	**Annual Service Fee	2	\$480.00	\$960.00
21	IN460521	**INdigital Support & Maintenance	1	\$315.19	\$315.19
22		FirstNet Service Network	1	\$960.00	\$960.00
23		Annual Investment			\$2,235.19

NOTE: Quote good for 90 days

Thank you for choosing the Ottawa County Juvenile Detention Center (OCJDC) for your Court's detention and programming needs. After a careful evaluation of costs, the Court has determined a rate increase is necessary to continue providing the high level of service our court partners have come to expect. Attached is a contract you can sign and return or let us know if any contact/signatory information needs to be changed and we will correct it and resend. If you would prefer to wait until you are considering using a bed that is fine as well.

Effective October 1, 2023, the following rates will go into effect:

- Daily Bed Rental - \$290/day
- RISE Treatment Program (female specific programming) - \$340/day

We hope you will continue to use the OCJDC to meet the detention and programming needs for youth in your jurisdiction. If you have any questions or concerns about the rate changes, please contact me.

Sincerely,

Thom Lattig
Juvenile Court Director

OTTAWA COUNTY JUVENILE DETENTION CENTER
BED RENTAL AGREEMENT

This Agreement is made among WEXFORD COUNTY acting through the authority of the 28th Circuit Court and its legislative funding body, the County Board of Commissioners (collectively the "Placing Agencies") and Ottawa County, acting through the 20th Judicial Circuit Court ("20th Circuit") and its legislative funding body, the Ottawa County Board of Commissioners ("Ottawa"):

Whereas the Ottawa County Juvenile Detention Center ("Detention Center") is owned by Ottawa County but is a court not county operated juvenile detention facility that is managed by the 20th Circuit Court and is subject to all the rules and regulations under Michigan law pertaining to court management juvenile detention facilities.

Whereas the Placing Court orders certain court wards into detention and/or treatment facilities; administers the local county Child Care Fund ("Placing CCF"); and desires to enter into this Agreement for the purpose of renting secure detention and treatment beds for delinquent juveniles within its jurisdiction.

Now, therefore in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I
TERM OF AGREEMENT

This Agreement shall begin on October 1, 2023, and will be effective for three (3) years unless terminated earlier as provided herein or as amended by the parties in a like writing signed by all parties. Any party may terminate this Agreement by giving the other parties written notice, postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

II
THE DETENTION CENTER'S DUTIES

1. House juvenile offenders ("Juveniles") under the jurisdiction of the Placing Court at the Detention Center. The Detention Center will treat all such Juveniles with respect and in the same manner as other juveniles housed at the Detention Center in accordance with the policies, rules, and regulations of the 20th Circuit and the Michigan Department of Health and Human Services, Bureau of Regulatory Services.
2. In addition to the occupancy of a secured bed/board and care, various treatment services may be available to a juvenile from the Placing Court upon mutual agreement. Additional costs related to the case while a juvenile is in the care of the Detention Center (e.g., psychological or other assessment/testing) fall outside this Agreement and may be arranged with the 20th Circuit, and such arrangement will be documented at the Detention Center and the Court.
3. Although nothing herein shall be considered a third party beneficiary contract nor a waiver of the 20th Circuit's or Ottawa's governmental immunity or any other defense, including but not limited to the fact that the employee's and/or officer's behavior might be outside the scope of employment, and without waiving or modifying the Ottawa Indemnites' defense and indemnification rights below, the Detention Center and the 20th Circuit will defend and indemnify the Placing Agencies from any liability alleged or imposed as a result of the gross negligence or intentional conduct of an Ottawa Indemnitee. The Placing Agencies must promptly notify Ottawa of any such claim so that Ottawa can defend it.

III
THE PLACING AGENCIES AGREE TO:

1. Conduct appropriate and necessary legal proceedings and provide the Detention Center with a valid court order detaining the Juvenile(s).
2. Contact the Detention Center Superintendent (or designee) to make the initial referral and determine bed space availability. If substance abuse treatment is being sought for the referred juvenile prior to this call, the Placing Court will have the juvenile assessed by a substance abuse provider for the appropriate clearances necessary for this type of treatment.
3. Obtain medical releases for the Juvenile and provide all information requested by the Detention Center's administrative staff. The Placing Agencies will also be responsible for all necessary arrangements, such as transportation, prescriptions, surgery, post-surgical care, psychological testing, medical and dental care and costs of all desired services not normally provided at or by the Detention Center or its staff, including, but not limited to, medical, dental, mental health, optical care or testing for the conditions not directly related to or arising from housing of the Juvenile at the Detention Center.
4. Provide weekly contact between the Placing Court's caseworker and Juvenile unless other specific arrangements to the contrary are agreed upon by the Detention Center.
5. Hold harmless, defend and indemnify Ottawa and/or the 20th Circuit and their judges, officers and employees ("Ottawa Indemnitees") from any and all claims of or for liability, loss or damage, including but not limited to defense costs and attorney fees that the Ottawa Indemnitees may suffer arising out of, or in connection with the detention of a Juvenile pursuant to this Agreement, including but not limited to any services provided by the Detention Center, but excluding costs and liability arising from the gross negligence

or intentional acts of the Ottawa Indemnitees. The Placing Agencies further agree that Ottawa may select defense counsel and arrange for the defense of any such liability claims asserted against the Ottawa Indemnitees and the Placing Agencies will reimburse Ottawa for any reasonable costs and fees incurred to defend against any claims, demands, actions or suits brought against the Ottawa Indemnitees arising out of or in connection with service to the Juvenile(s) hereunder, provided that such reimbursement obligation shall not apply to any defense costs or attorneys' fees associated with a judicial finding that an Ottawa Indemnitee is liable for a tort of gross negligence and/or an intentional tort against the Juvenile.

IV COMPENSATION

1. In consideration for the services provided by the Detention Center under the terms of this agreement, for juveniles referred to it by the Placing Court and accepted by the Detention Center, the Placing Agencies agree to reimburse Ottawa in accordance with the terms specified below:

- A. Detention bed rental - \$290.00 per day
- B. RISE Treatment Program - \$340.00 per day

2. The 20th Circuit will submit an invoice to Placing Court by the tenth (10th) working day of the month following the month in which services were provided. The invoice will list the names of juveniles and the days of service provided as well as the per diem rate.

3. The Placing Agencies shall issue payment within thirty (30) days from receipt of the invoice. Questions or discrepancies must be submitted in writing to the Detention Center within ten (10) days of receipt of the invoice.

4. The Placing Agencies recognize the Detention Center has calculated the rates above based on its actual costs. By signing this Agreement and placing the Juvenile(s)

in the Detention Center, the Placing Court determines that services of the Detention Center are necessary for the Juvenile(s) and the fees reasonable and necessary for his, her or their treatment, irrespective of any limitation on reasonable and necessary costs imposed by the State of Michigan or limitation on state contributions to the local Child Care Fund.

5. The Placing Agencies further recognize the Detention Center reserves the right to change programs and/or increase costs and fees of the programs above as costs dictate in the sole discretion of the 20th Circuit Court. The Detention Center shall endeavor to give advanced notice of any increases and to keep increases to a minimum to the Placing Agencies, although circumstances may not enable such advanced notice.

V
MISCELLANEOUS PROVISIONS

1. The Detention Center reserves the right to refuse admittance of any juvenile not under the jurisdiction of 20th Circuit when such admittance would unduly burden the facilities or create disadvantage for other juveniles under the management or jurisdiction of the 20th Circuit. In addition, the Detention Center may temporarily deny admission when the Detention Center census is too high. The Detention Center may also order the removal within twenty (24) hours of any juvenile whose continued presence is unduly detrimental to the welfare of such juvenile, or any juveniles in the Detention Center, or to the general operation of the detention facility. This right to order removal may be invoked in situations when:

- A. Complete and proper documents are not presented to the juvenile at the time of detention.

- B. Medical conditions or injuries requiring immediate medical or mental health treatment.
- C. The juvenile is in such an emotional or distraught state as to be a risk to themselves or other juveniles at the Detention Center or employees in the Detention Center.
2. Neither party shall discriminate against or give preference to any Juvenile placed and cared for because of that Juvenile's race, color, creed, national origin, religion, sex, or disability.
3. No officer, agent, or employee of any of the parties to this Agreement shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.
4. It is expressly acknowledged and agreed the parties shall observe the confidentiality of information, applicable provisions of Michigan Court Rules and County, State and Federal regulations pertaining to records, access to which is provided by Placing Court and/or 20th Circuit.
5. This Agreement may be modified or amended only by a writing duly executed by the parties as provided below.
6. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements between the parties, either verbal or written, are superseded by this Agreement. This Agreement may only be modified by a written agreement signed and approved by all parties in a manner like the original Agreement's approval.

7. This Agreement is not intended as a third-party beneficiary contract and may not be assigned. No party may claim a benefit to or right in this Agreement or its provisions or services hereunder, except the parties signing below.

8. Any claim arising out of the performance of this Agreement or any of the services provided herein must result in a lawsuit against a party below within six (6) months of the date of the alleged performance breach or the date of the incident allegedly giving rise to the liability or shall be considered time-barred, waived or otherwise released and the party wishing to assert such a claim covenants that it will not file suit after such six (6) months has elapsed. In the event this provision is violated, the party violating stipulates the immediate dismissal of such a lawsuit and payment of reasonable attorney's fees.

9. If any part, term or provision of this Agreement is held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be illegal or invalid.

<28th CIRCUIT COURT / WEXFORD COUNTY>

By:  _____
Honorable Edward D. Van Alst, Family Division Judge
28th Judicial Circuit Court

Dated: 10/23/2023

By: _____
Gary Taylor, Chairperson
Wexford County Board of Commissioners

Dated: _____

DETENTION CENTER/ 20th CIRCUIT COURT

By: _____
Honorable Jon A. Van Allsburg, Chief Judge
20th Circuit Court

Dated: _____

By: _____
Joe Moss Chairperson
Ottawa County Board of Commissioners

Dated: _____

By: _____
Justin Roebuck
Ottawa County Clerk/Register of Deeds

Dated: _____



**WEXFORD COUNTY BID SUMMARY
2023 PAPER ORDER**

SEALED BID DUE DATE: 3:00 P.M. OCTOBER 25, 2023

BID OPENING DATE: 3:00 P.M. OCTOBER 25, 2023

PRESENT AT BID OPENING: Commissioner Gary Taylor, BOC Chair; Joe Porterfield, County Administrator; Jami Bigger, Deputy County Administrator; and Megan Kujawa, Sr. Exec. Admin Assistant

FIRM	BID TOTAL	COMMENTS
CENTRAL MICHIGAN PAPER CO. 6194 E. FULTON AVE. ADA, MI	\$14,602.90	
LINDEN MEYER MUNROE 4120 BROCKTON DR., STE. 100 GRAND RAPIDS, MI 49512	\$18,754.40	

RECOMMENDATION:

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

**WEXFORD COUNTY BID SUBMITTAL FORM
2023 BULK OFFICE PAPER PURCHASE**

Firm Name Central Michigan Paper Co
 Firm Address 6194 E. Fulton ST, Ada, MI
 Phone Number (231) 218-0396
 Email Address SteveM@cmpaper.com

Description	Quantity (in cases)	Unit Price	Total
8½ x 11 #20 copy paper - white (not recycled)	401	34.50	\$13,834 ⁵⁰
8½ x 14 #20 copy paper - white (not recycled)	9		\$459 ⁰⁰
8½ x 11 #20 copy paper - white 3-hole punch (not recycled)	7		\$309 ⁴⁰
Subtotal			\$14,602 ⁹⁰
Shipping			\$ —
TOTAL BID PRICE			\$14,602⁹⁰

PAPER SPECIFICATIONS: Bidders are required to complete the following on paper stocks quoted:

BRAND NAME: Boise Papers, ESSENTIALS
 MANUFACTURER: Boise
 RECYCLED CONTENT: 0%
 BRIGHTNESS: 92
 OPACITY: 92

Stephen Menzler
 Signature of official authorized to bind the firm to the provisions of the RFP

Stephen Menzler
 Typed or printed name and title:

Date 10/10/2023

Failure to complete this form may be considered grounds for elimination from the selection process.

Bid opening will commence on Wednesday, October 25, 2023 at 3:00 p.m. on the 2nd floor foyer in the Historic Courthouse and is open to the public.

Delivery Guidelines attached.

**WEXFORD COUNTY BID SUBMITTAL FORM
2023 BULK OFFICE PAPER PURCHASE**

Firm Name Lindenmeyr Munroe
 Firm Address 4120 Brockton Dr Suite 100 Grand Rapids MI 49512
 Phone Number (800) 652-5930
 Email Address stutema@lindenmeyr.com

Description	Quantity (in cases)	Unit Price	Total
8½ x 11 #20 copy paper - white (not recycled)	401	44.40	17,804.40
8½ x 14 #20 copy paper - white (not recycled)	9	65.50	589.50
8½ x 11 #20 copy paper - white 3-hole punch (not recycled)	7	51.50	360.50
Subtotal			\$18,754.40
Shipping			\$ —
TOTAL BID PRICE			\$18,754.40

PAPER SPECIFICATIONS: Bidders are required to complete the following on paper stocks quoted:

BRAND NAME: Global Office / Boise X9 for 3HP + 14"
 MANUFACTURER: Sylvania / Boise
 RECYCLED CONTENT: 0 / 0
 BRIGHTNESS: 96 / 92
 OPACITY: 92 / 91


 Signature of official authorized to bind the firm to the provisions of the RFP

Scott Tuten VP Sales
 Typed or printed name and title:

Date 10-12-23

Failure to complete this form may be considered grounds for elimination from the selection process.

Bid opening will commence on Wednesday, October 25, 2023 at 3:00 p.m. on the 2nd floor foyer in the Historic Courthouse and is open to the public.

Delivery Guidelines attached.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING



GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 29, 2023

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2023 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed **Subrecipient Checklist** to our office via email:

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

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2023 EMPG Grant Agreement.

This grant agreement and all required attachments **must be completed, signed, and returned no later than November 28, 2023.** If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

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

SUBRECIPIENT CHECKLIST

FY 2023 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) GRANT AGREEMENT

CFDA No: 97.042

Email the following items to: LounsberryP@michigan.gov

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

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

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits an audit copy by email to: MSP-EMHSD-Audit@michigan.gov.**

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

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME		GRANT NAME	ASSISTANCE LISTING
County of Wexford		Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER		FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6007337		EMC-2023-EP-00005	9/12/2023
SUBRECIPIENT UEI		SUBAWARD PERFORMANCE PERIOD	FROM TO
ELBVKK7YL1T1		BUDGET PERIOD	10/1/2022 9/30/2023 10/1/2022 9/30/2023
RESEARCH & DEVELOPMENT		Funding	Total
N/A		Federal Funds Obligated by this Action	\$14,694
INDIRECT COST RATE		Total Federal Funds Obligated to Subrecipient	\$14,694
None on file		Total Amount of Federal Award Committed	\$14,694
FEDERAL AWARD PROJECT DESCRIPTION			
2023 Emergency Management Performance Grants (EMPG)			
DETAILS			
The 2023 EMPG allocation is 21.23% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.			
FEDERAL AWARDDING AGENCY		PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd floor Washington, DC 20472-3645		Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan FY 2023 Emergency Management Performance Grant Grant Agreement

October 1, 2022 to September 30, 2023

Assistance Listing: 97.042 Grant Number: EMC-2023-EP-00005

This Fiscal Year (FY) 2023 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF WEXFORD
(hereinafter called the Subrecipient)

I. Purpose

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

The FY 2023 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2023 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2023 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2023 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2023 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Consolidated Appropriates Act, 2023* (Pub. L. No. 117-328; *Compact of Free Association Amendments Act of 2003* (Pub. L. No. 108-188 (2003))).

The Subrecipient agrees to comply with all FY 2023 EMPG program requirements in accordance with the FY 2023 EMPG NOFO, and the FY 2023 FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan*

Emergency Management Act of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2023 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2023 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

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

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

III. Award Amount and Restrictions

- A. The **County of Wexford** is awarded **\$14,694** or **21.23%** of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2023 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMHSD-17).
- B. The FY 2023 EMPG covers eligible costs from October 1, 2022, to September 30, 2023. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager.** Up to 5% of the total allocation may be utilized for other allowable organization costs after all payroll costs for the grant award year have been reimbursed. No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2023 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

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

See the FY 2023 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

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

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

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

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2023 EMPG NOFO; the FEMA FY 2023 Preparedness Grants Manual; the FY 2023 EMPG *Agreement Articles Applicable to Subrecipients*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208).
- C. The subrecipient shall not use FY 2023 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification.
 - 2. Standard Assurances.
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.
 - 4. Audit Certification (EMD-053).
 - 5. Request for Taxpayer Identification Number and Certification (W-9).
 - 6. Other documents that may be required by federal or state officials.
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2023 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan. This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2023 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 CFR, Part 200, Subpart F.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS General Acknowledgements and Assurances on page 1..

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (EO) 13347.
- S. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and EO 14005.

V. Responsibilities of the Recipient

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

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

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2023 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2023 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2023 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2023 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

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

authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2023 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.

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

VIII. Employment Matters

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

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

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2022, to September 30, 2023. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement,

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

XII. Entire Grant Agreement

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

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

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

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

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act

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

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

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

COUNTY OF WEXFORD
Subrecipient Name

072584741
Subrecipient UEI

For the Chief Elected Official

GARY TAYLOR
Printed Name

CHAIRMAN, BOARD OF COMMISSIONERS
Title

Signature

Date

For the Local Emergency Manager

RANDY BOIKE
Printed Name

EM SPECIALIST
Title



Signature

10-24-2023
Date

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

Capt. Kevin Sweeney,
Printed Name

Commander, Emergency Management
and Homeland Security Division
Title


Signature

9-20-23
Date



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

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


Subrecipient: RANDY BOIKE	County: WEXFORD	UEI: 072584741
Questions		
<p>1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency? <input checked="" type="checkbox"/> No grants <input type="checkbox"/> 1-3 grants <input type="checkbox"/> 4-5 grants <input type="checkbox"/> 6+ grants</p> <p>2. What percentage of your grant management staff has fewer than 2 years of grant experience? <input type="checkbox"/> 0-25% of staff <input type="checkbox"/> 26-50% of staff <input type="checkbox"/> 51-75% of staff <input checked="" type="checkbox"/> 76-100% of staff</p> <p>3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? <i>(Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)</i> <input checked="" type="checkbox"/> Never Audited or No findings <input type="checkbox"/> Unsupported costs (lack of documentation) <input type="checkbox"/> Unreasonable use of funds <input type="checkbox"/> Questioned costs or required to return funds</p> <p>5. Does your agency have staff primarily dedicated (>50%) to grants management activities? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>		
Certification		
<i>I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.</i>		
Authorized Representative Signature: Mary Taylor	Date: 10/24/23	
Authorized Representative Printed Name: GARY TAYLOR	Title: CHAIRMAN, BOC	
Point of Contact Printed Name: RANDY BOIKE	Title: EM	Email: EMD@WEXFORDCOUNTY.ORG



STANDARD ASSURANCES

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

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


Signature **GARY TAYLOR**

10/24/23
Date



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

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

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

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

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

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

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

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

1. Grantee Name and Address: **WEXFORD COUNTY
437 E. DIVISION
CADILLAC, MI 49601**

CFDA NO: 97.042 / EMC-2023-EP-00006

38-6007337

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

GARY TAYLOR, CHAIRMAN, BOARD OF COMMISSIONERS

4. Typed Name and Title of Authorized Representative

Gary Taylor

5. Signature

10/24/23

6. Date

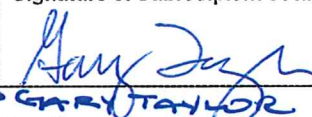
AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

AUDIT CERTIFICATION

Federal Audit Requirements

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

Subrecipients **MUST** email a copy of their audit report for each year they meet the funding threshold to: MSP-EMHSD-Audit@michigan.gov.

I. Program Information			
Program Name WEXFORD COUNTY	CFDA Number 97.042		
II. Subrecipient Information			
Subrecipient Name COUNTY OF WEXFORD			
Street Address 437 E. DIVISION ST.	City CADILLAC	State	ZIP Code
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: ____ to ____.			
<input checked="" type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: A copy of the audit report will be submitted by email to: MSP-EMHSD-Audit@michigan.gov .			
Signature of Subrecipient's Authorized Representative  GARY TAYLOR			Date 10/24/23

Email audit report to:
MSP-EMHSD-Audit@michigan.gov

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. County of Wexford, Michigan	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 437 E. Division St.	Requester's name and address (optional)
6 City, state, and ZIP code Cadillac, MI 49601	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
3	8			6	0	0	7	3	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 08/18/2023
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Agreement Articles Applicable to Subrecipients Fiscal Year 2023 Emergency Management Performance Grants

Article I - U.S. Department of Homeland Security (DHS) Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 the DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. The FY 2023 the DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - General Acknowledgment and Assurances

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

1. Subrecipients must cooperate with any of the DHS compliance reviews or compliance investigations conducted by the DHS.
2. Subrecipients must give the DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the recipient and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

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

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

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

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

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

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and Executive Order (EO) 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States? This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary

scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers:

When necessary, Subrecipients must work with the recipient to apply for a waiver for these requirements that the agency may grant. Information on the process for requesting a waiver from these requirements is on the website below.

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

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

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described as "Buy America" Preference in the Federal Emergency Management Agency (FEMA) Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity (NOFO) for further information on the Buy America preference and waiver process.

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

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

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

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

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

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, the DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article VIII - Indirect Cost Rate

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

Article IX - Activities Conducted Abroad

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

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

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

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

Trafficking in Persons:

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

Article XII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing EO 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Fly America Act of 1974

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

Article XV - Americans with Disabilities Act of 1990

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

Article XVI - Duplication of Benefits

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

Article XVII - Copyright

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

Article XVIII - Civil Rights Act of 1968

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

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

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

Article XX - Civil Rights Act of 1964, Title VI

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

Article XXI - Hotel and Motel Fire Safety Act of 1990

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

Article XXII - Disposition of Equipment Acquired Under the Federal Award

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

Article XXIII - Patents and Intellectual Property Rights

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

Article XXIV - Procurement of Recovered Materials

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

Article XXV - Terrorist Financing

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

Article XXVI - Prior Approval for Modification of Approved Budget

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

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

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

Article XXVII - Acknowledgement of Federal Funding from the DHS

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

Article XXVIII - Acceptance of Post Award Changes

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

Article XXIX - Rehabilitation Act of 1973

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

Article XXX - False Claims Act and Program Fraud Civil Remedies

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

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

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

Article XXXII - Lobbying Prohibitions

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

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

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

Article XXXIV - Age Discrimination Act of 1975

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

Article XXXV - National Environmental Policy Act

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

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

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

Article XXXVII - USA PATRIOT Act of 2001

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

Article XXXVIII - Non-Supplanting Requirement

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

Article XXXIX - Drug-Free Workplace Regulations

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

Article XL - Universal Identifier and System of Award Management

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

Article XLI - Energy Policy and Conservation Act

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

Article XLII - Whistleblower Protection Act

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

Article XLIII - Federal Debt Status

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

Article XLIV - Use of DHS Seal, Logo and Flags

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

Article XLV - Notice of Funding Opportunity Requirements

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

Article XLVI - SAFECOM

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

Article XLVII – EO 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of EO 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with EO 14074 to support safe and effective policing.