



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Mike Musta, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on **Thursday, September 26, 2024, beginning at 4:00 p.m.** in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF SEPTEMBER 12, 2024, REGULAR MEETING MINUTES..... 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Approval of the Claims *(Clerk's Office)*
 - 2. Revenue & Expense Reports.....3
 - 3. Resolution 24-18 Remaining ARPA Funds. 11
 - 4. ARPA Funds for Civic Center Locker Room. 13
 - 5. Grant Agreement Between MDOC and Community Corrections..... 15
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
REGULAR MEETING MINUTES
September 12, 2024

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

Members Present: Michael Musta, Julie Theobald, Gary Taylor, Brian Potter
Members Absent: None.
Also Present: Jami Bigger, Deputy Administrator & HR Director; Amarah Birgy, Executive Assistant; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; and Joe Porterfield, County Administrator & Equalization Director.

ADDITIONS OR DELETIONS TO THE AGENDA

ADD: G.2. FY25 Medical Examiner Budget Request
ADD: G.3. Telnet Service Agreement Renewal Lake Street
ADD: G.4. Telnet Service Agreement Renewal Courthouse

APPROVAL OF THE AGENDA

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

APPROVAL OF THE MINUTES

A motion was made by Comm. Theobald and supported by Comm. Taylor to approve the August 28, 2024, regular meeting minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Taylor to approve paying the bills in the amount of \$210,964.16. A vote was called, all in favor. Motion passed, 4-0.

G.2. FY25 Medical Examiner Budget Request

A motion was made by Comm. Taylor and supported by Comm. Theobald to approve the FY25 Medical Examiner Budget Request. A vote was called, all in favor. Motion passed, 4-0.

G.3. Telnet Service Agreement Renewal Lake Street

A motion was made by Comm. Theobald and supported by Comm. Taylor to approve the Telnet Service Agreement Renewal for the Lake Street building. A vote was called, all in favor. Motion passed, 4-0.

G.4. Telnet Service Agreement Renewal Courthouse

A motion was made by Comm. Potter and supported by Comm. Taylor to approve the Telnet Service Agreement Renewal for the Courthouse. A vote was called, all in favor. Motion passed, 4-0.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Mr. Joe Porterfield informed the Committee that:

- The budget is coming together. Numbers are coming in slow.
- He is looking into numbers for the insurance.
- The CPI for the tax revenue is expected to be around 3.1%, which is a decrease compared to the previous year.
- We are not able to utilize the insurance reimbursements. It is going to have to be turned over into the retention fund because of pending lawsuits. Mr. Porterfield hopes to have a better idea of the budget by the next meeting.
- Drain Commissioner money from last year is just now being received almost one year late. This could add potential difficulties for this years audit.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Taylor and supported by Comm. Potter to adjourn the meeting at 4:05 p.m. A vote was called, all in favor. Motion passed, 4-0.

Michael Musta, Chair

Amarah Birgy, Recording Secretary

GL NUMBER	DESCRIPTION	2024		ACTIVITY FOR		AVAILABLE		% BDGT USED
		AMENDED BUDGET	YTD BALANCE 08/31/2024 NORMAL (ABNORMAL)	MONTH 08/31/2024 INCREASE (DECREASE)	NORMAL (ABNORMAL) BALANCE			
Fund 101 - GENERAL FUND								
Revenues								
UNCLASSIFIED	Unclassified	18,092,198.00	9,545,626.77	2,512,602.17	8,546,571.23			52.76
TOTAL REVENUES		18,092,198.00	9,545,626.77	2,512,602.17	8,546,571.23			52.76
Expenditures								
101	COMMISSIONERS	118,669.00	79,410.03	14,497.06	39,258.97			66.92
172	COUNTY ADMINISTRATION	139,057.00	83,938.73	13,956.64	55,118.27			60.36
174	GEN SERVICES ADMINISTRATION	907,856.00	687,238.88	53,366.68	220,617.12			75.70
193	ARPA Direct Payment	0.00	77,916.04	20,757.00	(77,916.04)			100.00
194	DEPT OF AGRICULTURE	120,000.00	120,416.64	0.00	(416.64)			100.35
215	COUNTY CLERK	434,104.00	267,204.64	42,611.05	166,899.36			61.55
245	STATE SURVEY & REMONUMENTATION	49,898.00	14,875.00	0.00	35,023.00			29.81
253	COUNTY TREASURER	451,989.00	266,393.91	39,796.53	185,595.09			58.94
257	EQUALIZATION	586,791.00	374,042.46	53,169.87	212,748.54			63.74
262	ELECTIONS	110,150.00	95,333.21	21,100.21	14,816.79			86.55
265	BUILDING AND GROUNDS	485,267.00	276,907.26	49,653.98	208,359.74			57.06
268	DISTRICT HEALTH DEPARTMENT	102,100.00	60,072.42	7,175.84	42,027.58			58.84
270	HUMAN RESOURCES	90,485.00	99,430.76	24,102.72	(8,945.76)			109.89
271	JAIL - BLDG/GRDS CARMEL ST	5,500.00	11,870.59	0.00	(6,370.59)			215.83
272	MAINT/STORAGE - BLDG/GRDS	8,020.00	4,459.21	347.65	3,560.79			55.60
276	HUMAN SERVICES BLDG	135,100.00	70,672.98	10,040.71	64,427.02			52.31
278	JAIL - BLDG/GRDS	268,700.00	136,496.89	21,549.72	132,203.11			50.80
279	PUBLIC DEFENDER	253,610.00	195,776.81	38,257.09	57,833.19			77.20
283	CIRCUIT COURT	344,369.00	198,516.30	32,826.90	145,852.70			57.65
286	DISTRICT COURT	761,190.00	484,397.08	75,637.62	276,792.92			63.64
289	FRIEND OF THE COURT	1,082,709.00	600,315.36	77,173.52	482,393.64			55.45
293	RAISE THE AGE	285,000.00	55,758.82	3,469.95	229,241.18			19.56
294	PROBATE COURT	630,257.00	399,234.46	66,154.58	231,022.54			63.34
295	PROBATION AND PAROLE	2,700.00	1,250.80	557.55	1,449.20			46.33
296	PROSECUTING ATTORNEY	870,439.00	503,196.58	78,157.67	367,242.42			57.81
297	JURY COMMISSION	5,050.00	3,667.97	35.58	1,382.03			72.63
298	CIRCUIT COURT FAMILY COUNS.	62,119.00	44,784.02	7,521.16	17,334.98			72.09
299	PROS ATTN CO-OP REIMB	75,647.00	44,105.02	7,046.76	31,541.98			58.30
301	SHERIFF	3,156,845.00	1,874,771.40	297,907.69	1,282,073.60			59.39
316	SECONDARY ROAD PATROL	144,686.00	23,283.62	1,599.67	121,402.38			16.09
331	MARINE	34,931.00	6,172.01	3,303.66	28,758.99			17.67
332	SNOWMOBILE	35,381.00	14,839.92	15.41	20,541.08			41.94
333	FEDERAL FOREST	35,081.00	12,963.38	2,205.27	22,117.62			36.95
334	SNOWMOBILE	4,000.00	3,065.10	2,412.97	934.90			76.63
351	JAIL	3,595,419.00	1,887,116.68	285,325.25	1,708,302.32			52.49
362	STATE GRANT PA 511	128,543.00	73,785.98	10,790.27	54,757.02			57.40
363	ENHANCEMENT	136,773.00	86,613.89	15,625.08	50,159.11			63.33
426	EMERGENCY MANAGEMENT	116,203.00	63,710.04	10,185.85	52,492.96			54.83
442	DRAIN COMMISSION	81,177.00	34,216.18	6,705.66	46,960.82			42.15
526	SANITARY LANDFILL	57,000.00	22,126.14	3,256.92	34,873.86			38.82
605	CONTAGIOUS DISEASES	500.00	143.35	0.00	356.65			28.67
648	MEDICAL EXAMINER	107,400.00	61,740.19	4,998.60	45,659.81			57.49
681	VETERANS BURIAL	10,000.00	1,800.00	(300.00)	8,200.00			18.00
710	CO-OP EXTENSION	0.00	180.85	0.00	(180.85)			100.00
711	REGISTER OF DEEDS	332,755.00	215,193.32	32,950.12	117,561.68			64.67
959	APPROPRIATIONS	554,700.00	331,027.19	40,546.85	223,672.81			59.68
995	TRANSFERS	1,174,028.00	858,221.32	20,126.59	315,806.68			73.10
TOTAL EXPENDITURES		18,092,198.00	10,828,653.43	1,496,619.90	7,263,544.3			59.85

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 08/31/2024

% Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2024	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2024	MONTH 08/31/2024	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Fund 101 - GENERAL FUND						
Fund 101 - GENERAL FUND:						
	TOTAL REVENUES	18,092,198.00	9,545,626.77	2,512,602.17	8,546,571.23	52.76
	TOTAL EXPENDITURES	18,092,198.00	10,828,653.43	1,496,619.90	7,263,544.57	59.85
	NET OF REVENUES & EXPENDITURES	0.00	(1,283,026.66)	1,015,982.27	1,283,026.66	100.00
	BEG. FUND BALANCE	10,809,026.23	10,809,026.23			
	FUND BALANCE ADJUSTMENTS		(1,000.00)			
	END FUND BALANCE	10,809,026.23	9,524,999.57			

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
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GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			08/31/2024 NORMAL (ABNORMAL)	MONTH 08/31/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 225 - ANIMAL CONTROL						
Revenues						
UNCLASSIFIED	Unclassified	279,221.00	251,457.75	5,384.18	27,763.25	90.06
TOTAL REVENUES		279,221.00	251,457.75	5,384.18	27,763.25	90.06
Expenditures						
000		279,221.00	166,792.46	24,393.30	112,428.54	59.73
TOTAL EXPENDITURES		279,221.00	166,792.46	24,393.30	112,428.54	59.73
Fund 225 - ANIMAL CONTROL:						
TOTAL REVENUES		279,221.00	251,457.75	5,384.18	27,763.25	90.06
TOTAL EXPENDITURES		279,221.00	166,792.46	24,393.30	112,428.54	59.73
NET OF REVENUES & EXPENDITURES		0.00	84,665.29	(19,009.12)	(84,665.29)	100.00
BEG. FUND BALANCE		228,588.68	228,588.68			
FUND BALANCE ADJUSTMENTS			750.00			
END FUND BALANCE		228,588.68	314,003.97			

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 08/31/2024

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GL NUMBER	DESCRIPTION	2024	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2024 NORMAL (ABNORMAL)	MONTH 08/31/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 239 - COURT SECURITY FUND						
Revenues						
UNCLASSIFIED	Unclassified	164,219.00	111,868.22	14,763.45	52,350.78	68.12
TOTAL REVENUES		164,219.00	111,868.22	14,763.45	52,350.78	68.12
Expenditures						
000		164,219.00	48,781.98	8,746.89	115,437.02	29.71
TOTAL EXPENDITURES		164,219.00	48,781.98	8,746.89	115,437.02	29.71
Fund 239 - COURT SECURITY FUND:						
TOTAL REVENUES		164,219.00	111,868.22	14,763.45	52,350.78	68.12
TOTAL EXPENDITURES		164,219.00	48,781.98	8,746.89	115,437.02	29.71
NET OF REVENUES & EXPENDITURES		0.00	63,086.24	6,016.56	(63,086.24)	100.00
BEG. FUND BALANCE		36,827.23	36,827.23			
END FUND BALANCE		36,827.23	99,913.47			

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 08/31/2024
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GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
			08/31/2024 NORMAL (ABNORMAL)	MONTH 08/31/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 249 - BUILDING INSPECTIONS DEPT.						
Revenues						
UNCLASSIFIED	Unclassified	274,200.00	242,777.17	56,461.88	31,422.83	88.54
TOTAL REVENUES		274,200.00	242,777.17	56,461.88	31,422.83	88.54
Expenditures						
000		235,713.00	146,095.71	27,529.52	89,617.29	61.98
TOTAL EXPENDITURES		235,713.00	146,095.71	27,529.52	89,617.29	61.98
Fund 249 - BUILDING INSPECTIONS DEPT.:						
TOTAL REVENUES		274,200.00	242,777.17	56,461.88	31,422.83	88.54
TOTAL EXPENDITURES		235,713.00	146,095.71	27,529.52	89,617.29	61.98
NET OF REVENUES & EXPENDITURES		38,487.00	96,681.46	28,932.36	(58,194.46)	251.21
BEG. FUND BALANCE		281,768.82	281,768.82			
END FUND BALANCE		320,255.82	378,450.28			

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 08/31/2024
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2024	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	08/31/2024 NORMAL (ABNORMAL)	MONTH 08/31/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 260 - PUBLIC DEFENDER						
Revenues						
UNCLASSIFIED	Unclassified	1,744,957.00	770,101.71	34.74	974,855.29	44.13
TOTAL REVENUES		1,744,957.00	770,101.71	34.74	974,855.29	44.13
Expenditures						
000		1,744,957.00	943,154.10	144,238.93	801,802.90	54.05
TOTAL EXPENDITURES		1,744,957.00	943,154.10	144,238.93	801,802.90	54.05
Fund 260 - PUBLIC DEFENDER:						
TOTAL REVENUES		1,744,957.00	770,101.71	34.74	974,855.29	44.13
TOTAL EXPENDITURES		1,744,957.00	943,154.10	144,238.93	801,802.90	54.05
NET OF REVENUES & EXPENDITURES		0.00	(173,052.39)	(144,204.19)	173,052.39	100.00
BEG. FUND BALANCE		0.17	0.17			
END FUND BALANCE		0.17	(173,052.22)			

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY
 PERIOD ENDING 08/31/2024
 % Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2024	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	08/31/2024 NORMAL (ABNORMAL)	MONTH 08/31/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 261 - 911-WIRELESS						
Revenues						
UNCLASSIFIED	Unclassified	1,400,000.00	630,670.60	168,583.60	769,329.40	45.05
TOTAL REVENUES		<u>1,400,000.00</u>	<u>630,670.60</u>	<u>168,583.60</u>	<u>769,329.40</u>	<u>45.05</u>
Expenditures						
000		155,000.00	103,876.69	51,995.05	51,123.31	67.02
325	COMMUNICATIONS/DISPATCH	1,052,558.00	743,201.66	115,500.54	309,356.34	70.61
TOTAL EXPENDITURES		<u>1,207,558.00</u>	<u>847,078.35</u>	<u>167,495.59</u>	<u>360,479.65</u>	<u>70.15</u>
<hr/>						
Fund 261 - 911-WIRELESS:						
TOTAL REVENUES		1,400,000.00	630,670.60	168,583.60	769,329.40	45.05
TOTAL EXPENDITURES		<u>1,207,558.00</u>	<u>847,078.35</u>	<u>167,495.59</u>	<u>360,479.65</u>	<u>70.15</u>
NET OF REVENUES & EXPENDITURES		192,442.00	(216,407.75)	1,088.01	408,849.75	112.45
BEG. FUND BALANCE		356,274.03	356,274.03			
END FUND BALANCE		548,716.03	139,866.28			

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 08/31/2024

% Fiscal Year Completed: 66.67

GL NUMBER	DESCRIPTION	2024	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGD USED
		AMENDED BUDGET	08/31/2024 NORMAL (ABNORMAL)	MONTH 08/31/2024 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Fund 292 - CHILD CARE FUND						
Revenues						
UNCLASSIFIED	Unclassified	736,286.00	283,316.95	24,876.89	452,969.05	38.48
TOTAL REVENUES		<u>736,286.00</u>	<u>283,316.95</u>	<u>24,876.89</u>	<u>452,969.05</u>	<u>38.48</u>
Expenditures						
000		736,286.00	392,298.48	67,866.37	343,987.52	53.28
TOTAL EXPENDITURES		<u>736,286.00</u>	<u>392,298.48</u>	<u>67,866.37</u>	<u>343,987.52</u>	<u>53.28</u>
Fund 292 - CHILD CARE FUND:						
TOTAL REVENUES		736,286.00	283,316.95	24,876.89	452,969.05	38.48
TOTAL EXPENDITURES		<u>736,286.00</u>	<u>392,298.48</u>	<u>67,866.37</u>	<u>343,987.52</u>	<u>53.28</u>
NET OF REVENUES & EXPENDITURES		0.00	(108,981.53)	(42,989.48)	108,981.53	100.00
BEG. FUND BALANCE		21,340.92	21,340.92			
END FUND BALANCE		21,340.92	(87,640.61)			
TOTAL REVENUES - ALL FUNDS		4,598,883.00	2,290,192.40	270,104.74	2,308,690.60	49.80
TOTAL EXPENDITURES - ALL FUNDS		<u>4,367,954.00</u>	<u>2,544,201.08</u>	<u>440,270.60</u>	<u>1,823,752.92</u>	<u>58.25</u>
NET OF REVENUES & EXPENDITURES		230,929.00	(254,008.68)	(170,165.86)	484,937.68	109.99
BEG. FUND BALANCE - ALL FUNDS		924,799.85	924,799.85			
FUND BALANCE ADJ - ALL FUNDS			750.00			
END FUND BALANCE - ALL FUNDS		1,155,728.85	671,541.17			

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the second day of October at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 24-18
RESOLUTION TO UTILIZE REMAINING FEDERAL CORONAVIRUS LOCAL FISCAL RECOVERY FUND**

WHEREAS, Under the Federal Coronavirus Local Fiscal Recovery Fund (CLFRF) which was established under section 9901 of the American Rescue Plan Act of 2021 (ARPA), the County received \$6,532,427; and

WHEREAS, the eligible uses under CLFRF are replacing lost revenue, supporting the COVID-19 public health and economic response, premium pay for eligible workers, and investing in water, sewer and broadband infrastructure; and

WHEREAS, under the revenue loss category the final rule published by U.S. Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services”; and

WHEREAS, the County has \$2,825,305.54 in remaining funds that must be spent or obligated by December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners elects to use its remaining CLFRF funds under the eligible category of revenue loss and that the government services identified is employee wages and benefits allocated within the general fund during the period of performance which is March 3, 2021 and December 31, 2026.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

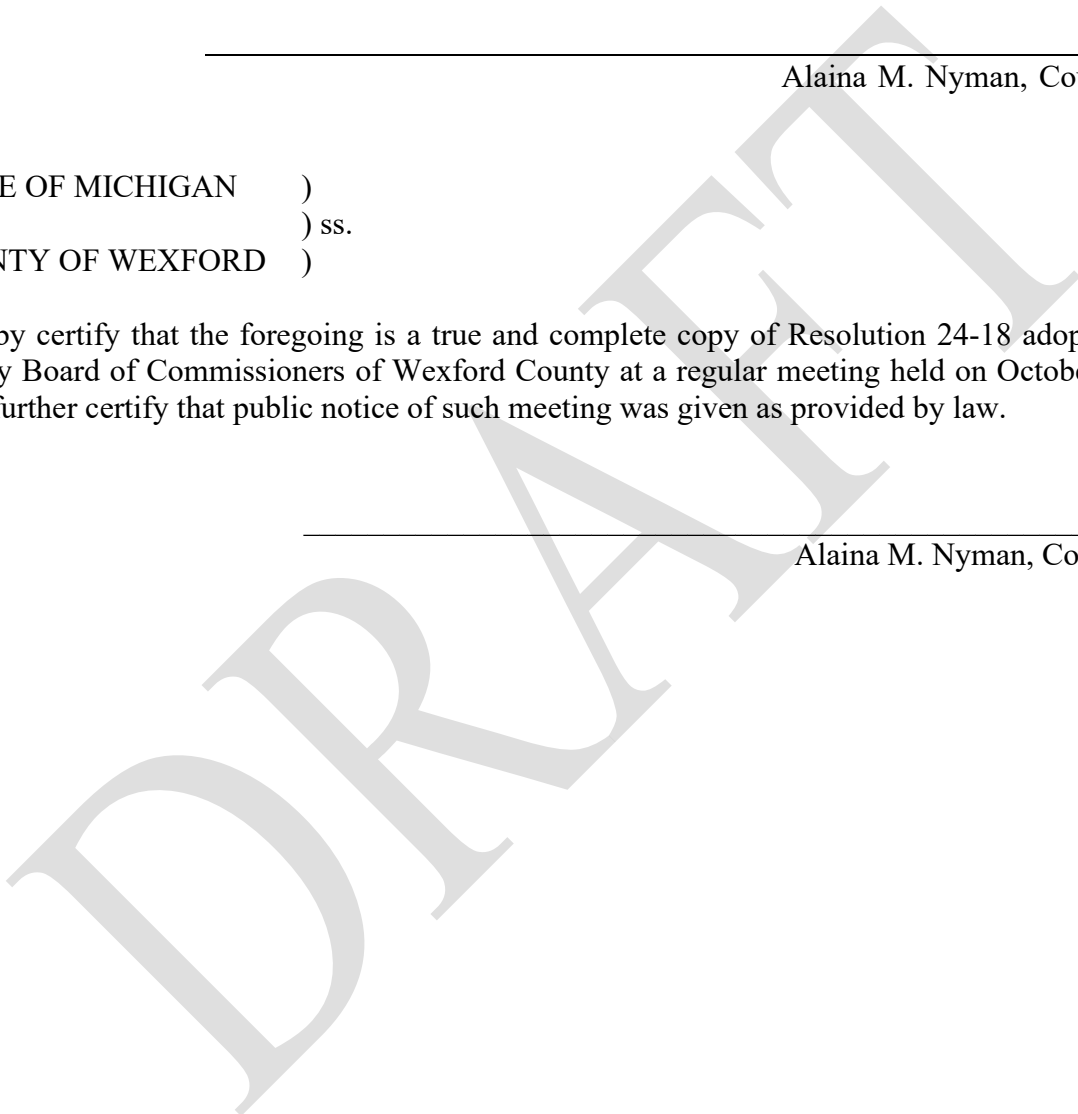
Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 24-18 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on October 2, 2024, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk



BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Finance Committee
FROM: ARPA Committee
FOR MEETING DATE: September 26, 2024
SUBJECT: Civic Center Locker Room

SUMMARY OF ITEM TO BE PRESENTED:

Boon Sports Management requested ARPA funding to update the locker rooms at the Wex. Following is a quote that was provided from Randy R. Williams Construction in the amount of \$34,600. Administrator Porterfield requested that two more quotes be provided; however, no other quotes have been received yet.

If the funding award is approved, a subrecipient agreement will be needed with Boon Sports Management. Legal counsel is prepared to draft that agreement.

RECOMMENDATION:

The ARPA Committee recommends that the Finance Committee forward a recommendation to the full board to award \$34,600 to Boon Sports Management to update the locker rooms at the Wex.

Swornstatement

Randy R. Williams Construction, Inc
P.O. Box 822. Cadillac, MI. 49601
231 775-1845

Proposal:
Client: CIVIC ARENA WOMEN'S LOCKEROOM
Cadillac, Mi. 49601

Application Number: 1
Application Date: 8/21/2024

A. ITEM NO.	B. DESCRIPTION OF WORK		C. SCHEDULED VALUE	D. E. WORK COMPLETED		F.	G.		
				PREVIOUS APPLICATION (D+E)	THIS PERIOD				
1	Randy Williams Co.	Permits	included	\$0.00	\$0.00				
2	Randy Williams Co.	Demo, floor and block	included	\$0.00	\$0.00	includes installing new concrete lintle header			
3	J-Crete Concrete Co.	4 inch concrete floor	included	\$0.00	\$0.00	taper floor in shower to drain			
4	Atkin's Co.	Electic demo	included	\$0.00	\$0.00	conduits in wall			
5	Atkin's Co.	Light fixture / exhaust fan	included	\$0.00	\$0.00	electric wall heater			
6	Atkin's Co.	Wiring, switches, outlets	included	\$0.00	\$0.00	rework breaker panel as needed			
7	Maverick	Plumbing, 1 full bath	included	\$0.00	\$0.00	sink and faucet, ada toilet, shower valve and drain			
8	Maverick	Underground Lines	included	\$0.00	\$0.00				
9	Maverick	Water heater	included	\$0.00	\$0.00	30 gallon electric			
10	Maverick	Furnace ductwork	included	\$0.00	\$0.00	extend heat duct thru ceiling			
11	Maverick	Fan ductwork	included	\$0.00	\$0.00	includes outside piping and vent			
12	Randy Williams Co.	Drywall	included	\$0.00	\$0.00				
13	Randy Williams Co.	Prime and painting	included	\$0.00	\$0.00	match existing			
14	James Bailey	Tilework	included	\$0.00	\$0.00				
15	Home Depot	Tile material	included	\$0.00	\$0.00	standard stock grey Home Depot tile			
16	Home Depot	ADA Grab bars, TP holder	included	\$0.00	\$0.00				
17	Pro Build	Steel door and frame	included	\$0.00	\$0.00	incudes lever lockset			
18									
19	Pro Build	Framing, plywood, trim	included	\$0.00	\$0.00	walls and ceiling			
20	Pro Build	Wall insulation	included	\$0.00	\$0.00				
21	Randy Williams Co.	Mirrors, toiletry items	included	\$0.00	\$0.00				
22	Randy Williams Co.	All labor, framing, door	included	\$0.00	\$0.00	trim, grab bars, misc. items.			
23	Randy Williams Co.	Clean complete house	included	\$0.00	\$0.00				
n	Randy Williams Co.	G.C.fee's, p/o, insurances	included	\$0.00	\$0.00				
25	DK Design	Architect's	included	\$0.00	\$0.00	This includes the print for Referee's lockerroom			
26									
27									
28	Owner	Flooring by others	\$0.00	\$0.00	\$0.00				
29									
30									
31									

Signature:

Date:	Total Project	\$34,600.00	\$0.00	\$0.00					
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STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
P.O. BOX 30003
LANSING, MICHIGAN 48909

GRANT NO. CPS-2025-1-33
between
THE DEPARTMENT OF CORRECTIONS
and

GRANTEE NAME AND ADDRESS: Wexford County 437 E. Division Cadillac, MI 49601		GRANTEE TELEPHONE: 231-779-9472
GRANTEE CONTACT: Mistine Stark		MDOC CONTACT: Douglas Clark
DESCRIPTION OF GRANT: Office of Community Corrections - Pursuant to Michigan Public Act 511, funding supports local approved Comprehensive Corrections Plans that impact State Board priorities, target populations, and key objectives, through the use of evidence-based programming and services.		
GRANT PERIOD: 1 Year FROM: October 1, 2024 TO: September 30, 2025		
BUDGET INFORMATION: TOTAL AUTHORIZED BUDGET: \$128,543.00		

FOR THE GRANTEE:

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Julie Hamp

Name

Deputy Director, MDOC

Title

Date

GRANT AGREEMENT TERMS

This GRANT AGREEMENT (“**Grant**”) is agreed to between the State of Michigan Department of Corrections (“**MDOC**”) and Wexford County (“**Grantee**”). This Grant is effective on October 1, 2024 (“**Effective Date**”), and unless terminated earlier as provided in this Agreement, expires on September 30, 2025 (the “**Term**”).

PART I – PROGRAM REQUIREMENTS

1.0 Statement of Purpose

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

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

1.1 General Requirements

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

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

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

1.2 Staffing Requirements

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

B. Staffing Standards

1. Criminal Record:

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

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

C. Law Enforcement Information Network

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

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

D. Licensing:

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

Bachelors-level:

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

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

Master's-level:

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

Bachelors-level

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

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

E. Training

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

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

1.3 Budget and Financial Reporting

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

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

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

1.4 Payment Schedule

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

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

supporting documentation may be requested to accompany the Monthly Expenditure Report. Expenditures not received prior to the 30th calendar day may be denied payment.

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

1.5 Program Eligibility

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

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

1.6 Monitoring and Reporting Program Performance

A. Monitoring:

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

The Grantee must upload accurate program participation and offender profile data to the data management system approved by the MDOC no later than 30 calendar days

after the end of each month. The Grantee must submit an accurate Quarterly Report (Attachment E) by email to your Community Corrections Specialist no later than 30 calendar days following the quarterly report period:

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

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

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

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

C. CCAB Meeting:

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

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

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

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

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

PART II - GENERAL PROVISIONS

2.1 Project Changes

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

2.2 Notices

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

To the MDOC:

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

To Grantee:

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

2.3 Record Retention

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

2.4 Program Income

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

2.5 Purchase of Equipment

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

2.6 Accounting

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

2.7 Audit

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

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

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

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

2.8 MDOC Reviews

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

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

2.9 Competitive Bidding

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

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

2.10 Limitation of Damages

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

2.11 Intellectual Property

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

2.12 Termination/Cancellation

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

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

B. Termination for Cause

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

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

C. Termination for Convenience

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

D. Non-Appropriation

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

2.13 No State Employees or Legislators

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

2.14 Nondiscrimination

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

2.15 Unfair Labor Practices

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

2.16 Confidential Information

For the purposes of this Grant, the term “**Confidential Information**” means all information and documentation of a party that: 1) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; 2) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and 3) should reasonably be recognized as confidential information of the disclosing party. Confidential Information also includes all information protected by state or federal law, including “Personal identifying information” as defined in the Identity Theft Protection Act, 2004 PA 452, MCL 445.63(q).

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

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

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

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

2.17 Governing Law

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

2.18 Compliance with Laws

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

2.19 Assignment

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

2.20 Adherence to Terms

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

2.21 Severability

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

2.22 Survival

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

2.23 Media Releases

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

2.24 Grant Modification

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

2.25 Entire Grant

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

2.26 Contract Monitor

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

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

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

Attachment B, User Agreement Form
See attached Word document.

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

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

Attachment E, Quarterly Report
See attached Excel spreadsheet.

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