Genesee County

Governmental Operations Committee

Agenda

Wednesday, November 13, 2024 **5:30 PM** **101 Beach St., Room 301**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES

RES-2024-1423 Approval of Meeting Minutes - October 16, 2024

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. RES-2024-534 Approval of a grant award from Region 3 Homeland Security Planning Board, in the amount of $38,900.00, to provide for the purchase of ten (10) Flock Cameras; the budget for this grant is attached

2. RES-2024-629 Approval of a grant award from the C.S. Mott Foundation in the amount of $1,180,687.00, to provide for the Genesee County Sheriff's Office police patrol and investigative services within a ten (10) square mile within the City of Flint; the term of this grant is from June 1, 2024 through May 31, 2025

3. RES-2024-1219 Approval of a contract between Genesee County and the Child Advocacy Team (CAT), in the amount of $638,420.00, to provide legal services for children who are the subject of child protective and delinquency petitions; the term of this contract is from October 1, 2024, to September 30, 2025; the cost of this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

4. RES-2024-1235 Approval of a contract between Genesee County and Rite of Passages, Inc., in an amount not to exceed $630,000.00, to provide an Evening Learning Center program at Genesee County's Juvenile Justice Center; the term of this grant is from October 1, 2024 through September 30, 2025; the cost of this grant will be paid from account 2920-663.07-801.001

5. RES-2024-1282 Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of $218,356.00, to provide for implementation and evaluation of programs aiming to reduce racial and ethnic disparities at the arrest point; the budget for this grant is attached

6. RES-2024-1290 Approval of an agreement between Genesee County and District Health Department #2 to provide for their fiduciary role for all Homeland Security Grants in Region #3

7. RES-2024-1291 Approval of an agreement between Genesee County and Attorneys for Indigent Defense, PLLC, in the amount of $296,500.00, to provide legal representation for indigent mothers who are involved with the court in child protective proceedings; the term of this contract is from October 1, 2024 through September 30, 2025; the cost for this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

8. RES-2024-1292 Approval of a contract between Genesee County and Paul Scot & Associates, in the amount of $304,000.00, to provide legal representation for indigent fathers who are involved with the court in child protective proceedings; the term of this contract is from October 1, 2024 through September 30, 2025; the cost of this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

9. RES-2024-1306 Approval of a grant award from the Michigan State Police, in the amount of $16,074.00, to provide for the development and maintenance of an emergency management program; the budget for this grant is attached

10. RES-2024-1311 Approval of an agreement between Genesee County and FLOCK, in an amount not to exceed $60,000.00, to provide hardware and software products for twenty (20) FLOCK Safety Falcon Cameras; the term of this agreement is from October 1, 2024 through September 30, 2025; the cost of this agreement is fully grant-funded and will be paid from account 2856-310.00-801.000

11. RES-2024-1313 Approval of an agreement between Genesee County and Fenton Township, in the amount of $807,277.98 per year, to provide policing services; the term of this agreement is October 1, 2024 through September 30, 2027; the budget for this agreement is attached

12. RES-2024-1314 Approval of an agreement between Genesee County and Vienna Township, in the amount of $1,353,421.10, to provide policing and school resource officer services; the term of this agreement is from January 1, 2025 through December 31, 2025; the budget for this agreement is attached

13. RES-2024-1315 Approval of an agreement between Genesee County, Atlas Township, and the Goodrich School Board, in the amount of $868,723.26, to provide policing and school resource officer services; the term of this agreement is from October 1, 2024 through September 30, 2025; the budget for this agreement is attached

14. RES-2024-1327 Approval of a recommendation by Genesee County's Surveyor for the Appointment of the Remonumentation Peer Review Committee Members for 2024 Grant Year

15. RES-2024-1346 Approval of a contract extension between Genesee County and Legal Services of Eastern Michigan, in the amount of $150,000.00, to provide pre-petition and post-adjudication ancillary legal services for families involved in child welfare cases; the term of this agreement is from October 1, 2024 through September 30,2025; the cost for this agreement is budgeted and will be paid from account 2915-662.00-801.004

16. RES-2024-1355 Approval to accept the FY25 Michigan Art & Culture Grant, in the amount of $13,448.00, to provide visual and performing arts workshops to youth detained at the Juvenile Justice Center and the Learning Co-op; the term of this grant is from October 1, 2024 through September 30, 2025; the revenue from this grant will be accounted for per the attached budget form

17. RES-2024-1359 Approval of a proposed Genesee County Website Privacy and Terms of Use Policy

18. RES-2024-1360 Approval of a grant award from the State Court Administrative Office, in the amount of $38,000.00, to provide for Genesee County's Sobriety Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

19. RES-2024-1361 Approval of a grant award from the State Court Administrative Office, in the amount of $163,000.00, to provide for Genesee County's Sobriety Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

20. RES-2024-1362 Approval of a grant award from the Bureau of Justice Assistance (BJA), in the amount of $763,185.00, to provide for Genesee County's Sobriety Court's treatment services; the term of this grant is from October 1, 2024 through September 30, 2028; the budget for this grant is attached

21. RES-2024-1381 Approval of a grant award from the Michigan Supreme Court, in the amount of $75,000.00, to provide for continue the conversion of the Courthouse Law Library to the Genesee County Legal Resource Center; the budget for this grant is attached

22. RES-2024-1390 Approval of a contract between Genesee County and Newkirk Electric Associates, Inc., in the amount of $60,747.00, to install network drops and wireless expansion in Genesee County's Legal Resource Center; the cost of this agreement will be paid from account 4960-255.06-975.007

VIII. OTHER BUSINESS

IX. ADJOURNMENT

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1423 **Agenda Date:** 11/13/2024 **Agenda #:**

Approval of Meeting Minutes - October 16, 2024

Genesee County
Governmental Operations Committee
Meeting Minutes

Wednesday, October 16, 2024 **5:30 PM** **Harris Auditorium, 1101 Beach St.**

I. CALL TO ORDER

Commissioner Weighill called the meeting to order at 5:41 PM.

II. ROLL CALL

Present: Dale K. Weighill, Delrico J. Loyd, Charles Winfrey, Ellen Ellenburg, Beverly Brown, James Avery, Shaun Shumaker and Martin L. Cousineau

Absent: Michelle Davis

III. APPROVAL OF MINUTES

RES-2024-1298 Approval of Meeting Minutes - October 2, 2024

RESULT: APPROVED
MOVER: Charles Winfrey
SECONDER: Beverly Brown

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. RES-2024-1137 Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of $71,075.00, to provide support for victims of elder abuse; the budget for this grant is attached

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Ellen Ellenburg

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

2. RES-2024-1141 Approval of a grant award from the Michigan Health Endowment Fund, in the amount of $155,187.00, to provide for Genesee County's Mental Health Court; (2024-2026 grant cycle); the term of this grant is October 1, 2024 through September 30, 2026; the budget for this grant is attached

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

3. RES-2024-1142 Approval of a grant award from the State Court Administrative Office, in the amount of $178,735.00, to provide for Genesee County's Mental Health Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

4. RES-2024-1143 Approval of a grant award from the State Court Administrative Office, in the amount of $25,000.00, to provide for Genesee County's Veteran's Treatment Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

5. RES-2024-1146 Approval of a grant award from the State Court Administrative Office, in the amount of $141,000.00, to provide for Genesee County's Family Dependency Treatment Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

6. RES-2024-1147 Approval of a grant award from the State Court Administrative Office, in the amount of $221,000.00, to provide for Genesee County's Adult Felony Recovery Treatment Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

7. RES-2024-1148 Approval of a grant award from the State Court Administrative Office, in the amount of $150,000.00, to provide for Genesee County's Adult Felony Recovery Court; the term of the grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

8. RES-2024-1149 Approval of Contract Amendment No.1 between Genesee County and New Paths, Inc., in an amount not to exceed $51,537.00, to provide substance use treatment services to Genesee County Specialty Courts; the cost of this agreement will be paid from the accounts listed

RESULT: REFERRED
MOVER: Ellen Ellenburg
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

9. RES-2024-1150 Approval of a grant award from the Michigan State Police, in the amount of $250,000.00, to provide for a medication-assisted treatment program; match requirements of $62,500.00 will be provided by Genesee County's Opioid Settlement funding; budget details for this program are attached

RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: Ellen Ellenburg

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

10. RES-2024-1152 Approval of a contract between Genesee County and Genesee Health System, in an amount not to exceed $16,000.00; to provide mental health supportive services to Genesee County Mental Health Court; the cost of this agreement will be paid from account 2925-294.00-801.004

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Martin L. Cousineau

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

11. RES-2024-1153 Approval of a contract between Genesee County and DnA Drug and Alcohol Testing Center, in an amount not to exceed $201,200.00, to provide drug and alcohol testing services to Genesee County Specialty Courts; the cost of this agreement will be paid from the accounts listed

RESULT: REFERRED
MOVER: Ellen Ellenburg
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

12. RES-2024-1157 Approval of a grant award from the Michigan Indigent Defense Commission, in the amount of $15,962,465.71, to support the operations of the Genesee County Office of the Public Defender for the period of October 1, 2024 through September 30, 2025

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

13. RES-2024-1165 Approval of a purchase order to Autoclear Security Inspection Systems, in an amount not to exceed $120,300.00, to provide for the purchase of baggage scanners; the cost of this purchase order will be paid from the accounts listed

RESULT: REFERRED
MOVER: James Avery
SECONDER: Beverly Brown

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

14. RES-2024-1180 Approval of an agreement between Genesee County and NICE Justice, in an amount not to exceed $311,556.00, to provide for the purchase of a Digital Evidence System; this a three (3) year agreement to be paid from account 2388-296.01-801.004

RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

15. RES-2024-1193 Approval of a Letter of Agreement between Genesee County's Community Corrections and Genesee County's Sheriff Office regarding the Residential Substance Abuse Treatment (RSAT) In-Kind Matching Grant

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

16. RES-2024-1221 Approval of entering into a contract with Peckham, Inc. whereby Peckham, Inc. will provide vocational rehabilitation services for youth in the Career Academy or Career Academy Plus programs, or for youth placed in the Genesee County Juvenile Justice Center residential program for a term commencing October 1, 2024 through September 30, 2025 in the amount of $640,000.00 to be paid from accounts 2920-663.07-801.000 ($490,000.00) and 2920-356.00-801.028 ($150,000.00)

RESULT: REFERRED
MOVER: James Avery
SECONDER: Beverly Brown

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

17. RES-2024-1228 Approval of an agreement between Genesee County and Genesee Health System, in the amount of $275,000.00, to provide Multi-Systemic Therapy; the term of this agreement is from October 1, 2024, through September 30, 2025; the cost of this agreement will be paid from account 2920-663.06-801.004

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: James Avery

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

18. RES-2024-1229 Approval of a contract between Genesee County and Genesee Health System, in an amount not to exceed $65,000.00, to provide mental health assessments, evaluation, and services for youth on probation; the term of this agreement is from October 1, 2024 through September 30, 2025; the cost of this agreement will be paid from account 2920-664.00-868.014

RESULT: REFERRED
MOVER: Charles Winfrey
SECONDER: Martin L. Cousineau

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

19. **RES-2024-1232** Approval of a contract between Genesee County and Genesee Health System, in an amount not to exceed $85,000.00, to provide behavioral health services for youth at the Genesee County Juvenile Justice Center; the term of this contract is from October 1, 2024 through September 30, 2025; the cost of this contract will be paid from account 2920-356.00-801.028

RESULT: REFERRED
MOVER: Martin L. Cousineau
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

20. **RES-2024-1255** Approval of pay for the Genesee County Board of Canvassers

RESULT: REFERRED
MOVER: Beverly Brown
SECONDER: Charles Winfrey

Aye: Chairperson Weighill, Vice Chair Loyd, Commissioner Winfrey, Commissioner Ellenburg, Commissioner Brown, Commissioner Avery, Commissioner Shumaker and Commissioner Cousineau

Absent: Commissioner Davis

VIII. OTHER BUSINESS

IX. ADJOURNMENT

The meeting was adjourned at 6:37 PM.

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-534 **Agenda Date:** 11/13/2024 **Agenda #:** 1.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval to accept grant awards from Region 3 Homeland Security Planning Board, to provide for the purchase of ten (10) Flock Cameras; funding is split from 2 grants FY2022 and FY2023 awards to cover the cost of this purchase.

BOARD ACTION REQUESTED:

Authorization to accept a grant from Region 3 Homeland Security Planning Board for the purchase of 10 Flock Cameras. The cost of these Cameras shall not exceed $38,900.00. This grant fully covers the price of this purchase.

BACKGROUND:

This grant purchases ten (10) Flock Falcon Cameras, which include installation and cloud-based storage. The hardware and software provided by Flock Group Inc. allow for automatic license plate detection and the capture of audio, image, and recording data of suspected vehicles and provide notifications in real-time. Flock Group Inc. also works with other Law Enforcement agencies throughout Genesee County, including the Flint Police Department and Flint Township Police Department. All agencies on the same platform throughout the County will utilize Flock Group Inc. hardware and software to share resources.

DISCUSSION:

This purchase includes two years of cameras, installs, service, and cloud-based storage.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None. These grants fully cover the cost of this purchase. Budget Amendment is attached.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This grant conforms with the County Priorities by helping develop and maintain an emergency management program capable of protecting life, property, and vital infrastructure during disasters or emergencies.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting a grant from the Region 3 Homeland Security Planning Board to purchase 10 Flock cameras and two years of service, said grant being in the amount of $38,900.00, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board).

Flock Safety + MI - Genesee County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Michael Dushane
mike.dushane@flocksafety.com
7347907089

Created Date: 08/20/2024
Expiration Date: 09/13/2024
Quote Number: Q-46614
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1002 S Saginaw St Flint, Michigan 48502

Ship To: 1002 Saginaw Street Flint, Michigan 48502

Billing Company Name: MI - Genesee County SO
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$30,000.00**
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$650.00	6	$3,900.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	$1,250.00	4	$5,000.00

Subtotal Year 1:	$38,900.00
Annual Recurring Subtotal:	$30,000.00
Estimated Tax:	$0.00
Contract Total:	$38,900.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$38,900.00
Annual Recurring after Year 1	$30,000.00
Contract Total	$38,900.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description

Alignment and Allowability Form							
Submit to: EMD_HSGP@michigan.gov		**REVISION DATE: 12/2022**				**MSP/EMHSD Tracking Number:**	R3-2022-80-0027r
Alignment and Allowability Form							
1.A Subrecipient Name:		District Health Department No. 2					
1.B Region:	3-Three	**1.C** Regional Fiduciary:	Yes	**1.D** Date Sent:	**January 4, 2024**	**1.E** Category:	Sustaining or maintaining a current capability
1.F Subrecipient Point of Contact:		Melissa Upper		**1.I** Project Lead (If applicable):			
1.G Subrecipient Email Address:		melupper@gmail.com		**1.J** Project Lead Email Address:			
1.H Subrecipient Phone Number:		989-736-1224		**1.K** Project Lead Phone Number:			
Part II - ALIGNMENT REVIEW ✓							
2.A Grant Year:	_2022	**2.B** Grant Program:	HSGP-State Homeland Security Program (LETPA) ✓				
2.C Investment Title:		FY22 SHSP - #3 Intelligence and Information Sharing ✓					
2.D Investment Project Number:	8 ✓	**2.E** Investment Project Title:	Intelligence & Information Sharing (National Priority) ✓				
2.F National Priority:	Intelligence and Information Sharing ✓	**2.G** Local Sub-Project Identifier, if needed **(SUBRECIPIENT USE ONLY)**:	Genesee Co SO Flock Cameras				

2.H Investment and Investment Project Alignment:

This project aligns with the following Investment Statement: "This investment will allow Michigan to sustain the primary fusion center, the Michigan Intelligence Operations Center (MIOC), support the Detroit Southeast Michigan Intelligence Information Center (DSEMIIC), and continue to address functional area shortfalls related to the Intelligence and Information Sharing capability identified in the 2021 SPR." This project aligns with the Core Capability, Intelligence & Information Sharing, and in the supported activities of analysis of intelligence and information, continuous threat assessment, monitoring information, exploiting and processing information, and gathering intelligence. This project also aligns with Investment Project #8, Intelligence & Information Sharing (National Priority), in that it will enhance and expand the terrorism related information sharing activities of Region 3 law enforcement agencies through the installation and sustainment of Flock cameras systems for Region 3 law enforcement agencies.

This project will provide for license plate reader systems and portable cameras systems to gather vital intelligence infortmation in the Region. This project will also be used to purchase portable camera/surveillance equipment and license plate readers that will gather vital intelligence and information on terrorist activities that will then be shared with the MIOC and relevant stakeholders. ✓

2.I Homeland Security Strategy (SHSS or RHSS) Goal (**OPTIONAL**):	Goal 6: Enhance intelligence & information sharing among private & public stakeholders
2.J Homeland Security Strategy (SHSS or RHSS) Objective (**OPTIONAL**):	Obj. 6.3: Support intelligence & information sharing training & equipment for Region 3 LE agencies
2.K Core Capability 1:	Prevention - Intelligence and Information Sharing ✓
2.L Core Capability 2:	Protection - Intelligence and Information Sharing ✓

FOR MSP/EMHSD USE ONLY:				
Investment Alignment Review:	☒ Justification Accepted	☐ Justification Denied	Reviewer/Date:	D. Ashbridge 1/5/23
EQ	***** Please See Part III - Section 3.A - 3.I for the Allowability Review *****			

Alignment and Allowability Form			
Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 12/2022**	**MSP/EMHSD Tracking Number:**	R3-2022-80-0027r

This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

Part III - ALLOWABILITY REVIEW

3.A Solution Area:	Equipment	**3.B** AEL Number:	See Section 3.C

3.C Detailed Description of Costs:

This project will fund the following:
Qty ten (10) Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (or comparable) @ $3,100.00 ea. = $31,000.00 (AEL: 03OE-01-ALPR)
Qty six (6) Standard Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling@ $650.00 ea. = $3,900.00 (AEL: 21GN-00-INST, 21-GN-00-SHIP)
Qty four (4) MASH Tested Pole Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling @ $1,250.00 ea. = $5,000.00 (AEL: 21GN-00-INST, 21GN-00-SHIP)
Qty one (1) Advanced Search OS Upgrade to include convoy analysis, multi geo search, and visual search = $2,700.00 (AEL: 03OE-01-ALPR)
Total esimated project cost = $42,600.00

Region 3 would like to request the following modifications for Project R3-2022-80-0027 in Section 3.C:
• Change Qty 10 "One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling" to Qty 6 "Standard Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling"
• Add Qty 4 MASH Tested Pole Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing , and shipping and handling
• Overall project cost increase from $40,200.00 to $42,600.00.
The change was due to specialized poles/setup being required for 4 locations. Nothing else about this project has changed.

3.D Quantity:	N/A	**3.E** Unit Cost:	Various	**3.F** Total Cost:	$42,600

Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 12/2022**	**MSP/EMHSD Tracking Number:**	R3-2022-80-0027r

3.G Detailed Narrative of Intended Use/Outcome:

This project supports preventing, protecting against and responding to acts of terrorism by providing resources to gather intelligence that can be used to anticipate and identify emerging and/or imminent threats. This project will fund the purchase and installation of a FLOCK license plate recognition camera system for the Genesee County Sheriff's Office which will be used to gather vital intelligence and track suspected terrorists. The camera system will be used to capture objective vehicle data, including license plate numbers and vehicle descriptions 24/7. The system software offers real-time hot list alerts, search-able evidence, and vehicle analytics, empowering law enforcement officers to improve response times during critical incidents and streamline investigations. The information gathered from this equipment can assist law enforcement in effectively and appropriately sharing relevant, timely and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners.

Combating terrorism continues to be a priority for the Department of Homeland Security. Our national security relies on our ability to share the right information with the right people at the right time. As the world has become increasingly networked, addressing the challenges to national security, both foreign and domestic, requires sustained collaboration and responsible information sharing. The imperative to secure and protect the American public is a partnership shared at all levels, including Federal, state, local, tribal, and territorial. Partnerships and collaborations must occur within and among intelligence, defense, diplomatic, homeland security, law enforcement, and private sector communities.

This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United State, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders. Effective homeland security operations rely on cooperation and information sharing amond federal, state, local, and tribal partners across all areas of the homeland security enterprise, including counterterrorism. Having equipment and resources that facilitate effective and timely gathering, analysis, and dissemination of intelligence and information is key to building a secure and resilient nation and comating terrorism. Completion of this project will ensure that law enforcement agencies in Region 3 have the resources to be able to gather, process, monitor, and distribute intelligence information.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	No
3.I EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?	Yes

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 12/2022**			**MSP/EMHSD Tracking Number:**	R3-2022-80-0027r
Part IV - TRAINING SECTION					
4.A Course Name:					
4.B Is Training a FEMA-approved Course?		**4.C** Level of Training:		**4.D** Date of Course:	
4.E Sponsoring Jurisdiction:			**4.F** Training Discipline:		
4.G Company Name:		**4.H** Training Provider:			
4.I Point of Contact:		4.J Email:			
4.K Address:				**4.L** Phone:	

PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD

This form shall be provided with reimbursement requests to establish linkages between cost documents provided and grant allowability guidance.

FOR MSP/EMHSD USE ONLY:					
Additional Information Requested:	☐ Yes	☐ No	Date Additional Information Requested:		
Grant Allowability Review:	☐ **Justification Accepted**	☑ **Conditional Justification Accepted**		☐ **Justification Denied**	
MSP/EMHSD REVIEWER:	Jacqueline Homrocky	Date:	01/05/24		

Justification or Conditional Justification Accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD. **Those receiving FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. This statute applies to FEMA recipients, subrecipients, and their contractors and subcontractors. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. For additional guidance, please refer to FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).**

Ensure to follow all federal, state, and local laws related to civil rights and civil liberties.

EHP required for LPR install

An official website of the United States government Here's how you know

FEMA

03OE-01-ALPR - System, Automated License Plate Recognition

Description:

Fixed, portable, or vehicle-mounted mobile system consisting of imaging technology and optical character recognition software capable of determining the information on license plates.

Grant Notes:

All Operation Stonegarden (OPSG) recipients will need to submit a detailed justification to the respective Program Analyst and obtain approval prior to the purchase of this equipment. Requests will be reviewed on a case-by-case basis.

FEMA Related Grant Programs:

- Operation Stonegarden (OPSG)
- State Homeland Security Grant Program (SHSP)
- Urban Area Security Initiative (UASI)
- Tribal Homeland Security Grant Program (THSGP)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's** Standardized Equipment List site. Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders

An official website of the United States government Here's how you know

FEMA

21GN-00-INST - Installation

Description:

Installation costs for authorized equipment purchased through FEMA grants.

FEMA Related Grant Programs:

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Area Security Initiative Program (UASI)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's** Standardized Equipment List site. Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders

For market survey reports, visit the System Assessment and Validation for Emergency Responders site. To search for an equipment item, use the same Authorized Equipment List

An official website of the United States government Here's how you know

FEMA

21GN-00-SHIP - Shipping

Description:

Shipping costs for equipment purchased with grant funding.

FEMA Related Grant Programs:

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Transit Security Grant Program (TSGP)
- Urban Area Security Initiative Program (UASI)
- Tribal Homeland Security Grant Program (THSGP)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the **Interagency Board's** Standardized Equipment List site. Note: some equipment items on the Authorized Equipment List maynot be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders

For market survey reports, visit the System Assessment and Validation for Emergency Responders site. To search for an equipment item, use the same Authorized Equipment List

Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov **REVISION DATE: 12/2022** **MSP/EMHSD Tracking Number:** R3-2022-80-0027

Alignment and Allowability Form

1.A Subrecipient Name:			District Health Department No. 2				
1.B Region:	3-Three	**1.C** Regional Fiduciary:	Yes	**1.D** Date Sent:	**August 14, 2023**	**1.E** Category:	Sustaining or maintaining a current capability
1.F Subrecipient Point of Contact:			Melissa Upper		**1.I** Project Lead (If applicable):		
1.G Subrecipient Email Address:			melupper@gmail.com		**1.J** Project Lead Email Address:		
1.H Subrecipient Phone Number:			989-736-1224		**1.K** Project Lead Phone Number:		

Part II - ALIGNMENT REVIEW

2.A Grant Year:	_2022	**2.B** Grant Program:	HSGP-State Homeland Security Program (LETPA)		
2.C Investment Title:		FY22 SHSP - #3 Intelligence and Information Sharing			
2.D Investment Project Number:	8	**2.E** Investment Project Title:	Intelligence & Information Sharing (National Priority)		
2.F National Priority:	Intelligence and Information Sharing	**2.G** Local Sub-Project Identifier, if needed **(SUBRECIPIENT USE ONLY)**:	Genesee Co SO Flock Cameras		

2.H Investment and Investment Project Alignment:

This project aligns with the following Investment Statement: "This investment will allow Michigan to sustain the primary fusion center, the Michigan Intelligence Operations Center (MIOC), support the Detroit Southeast Michigan Intelligence Information Center (DSEMIIC), and continue to address functional area shortfalls related to the Intelligence and Information Sharing capability identified in the 2021 SPR." This project aligns with the Core Capability, Intelligence & Information Sharing, and in the supported activities of analysis of intelligence and information, continuous threat assessment, monitoring information, exploiting and processing information, and gathering intelligence. This project also aligns with Investment Project #8, Intelligence & Information Sharing (National Priority), in that it will enhance and expand the terrorism related information sharing activities of Region 3 law enforcement agencies through the installation and sustainment of Flock cameras systems for Region 3 law enforcement agencies.

This project will provide for license plate reader systems and portable cameras systems to gather vital intelligence infortmation in the Region.

This project will also be used to purchase portable camera/surveillance equipment and license plate readers that will gather vital intelligence and information on terrorist activities that will then be shared with the MIOC and relevant stakeholders.

2.I Homeland Security Strategy (SHSS or RHSS) Goal (**OPTIONAL**):	Goal 6: Enhance intelligence & information sharing among private & public stakeholders
2.J Homeland Security Strategy (SHSS or RHSS) Objective (**OPTIONAL**):	Obj. 6.3: Support intelligence & information sharing training & equipment for Region 3 LE agencies
2.K Core Capability 1:	Prevention - Intelligence and Information Sharing
2.L Core Capability 2:	Protection - Intelligence and Information Sharing

FOR MSP/EMHSD USE ONLY:

Investment Alignment Review:	☒ Justification Accepted	☐ Justification Denied	Reviewer/Date:	D. Ashbridge	8/18/23
EQ	*** Please See Part III - Section 3.A - 3.I for the Allowability Review ***				

Alignment and Allowability Form			
Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 12/2022**	**MSP/EMHSD Tracking Number:**	R3-2022-80-0027

This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

Part III - ALLOWABILITY REVIEW

3.A Solution Area:	Equipment	**3.B** AEL Number:	See Section 3.C

3.C Detailed Description of Costs:

This project will fund the following:
Qty ten (10) Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (or comparable) @ $3,100.00 ea. = $31,000.00 (AEL: 03OE-01-ALPR)
Qty ten (10) One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling @ $650.00 ea. = $6,500.00 (AEL: 21GN-00-INST, 21GN-00-SHIP)
Qty one (1) Advanced Search OS Upgrade to include convoy analysis, multi geo search, and visual search = $2,700.00 (AEL: 03OE-01-ALPR)
Total esimated project cost = $40,200.00

3.D Quantity:	N/A	**3.E** Unit Cost:	Various	**3.F** Total Cost:	$40,200

Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 12/2022**	**MSP/EMHSD Tracking Number:**	R3-2022-80-0027

3.G Detailed Narrative of Intended Use/Outcome:

This project supports preventing, protecting against and responding to acts of terrorism by providing resources to gather intelligence that can be used to anticipate and identify emerging and/or imminent threats. This project will fund the purchase and installation of a FLOCK license plate recognition camera system for the Genesee County Sheriff's Office which will be used to gather vital intelligence and track suspected terrorists. The camera system will be used to capture objective vehicle data, including license plate numbers and vehicle descriptions 24/7. The system software offers real-time hot list alerts, search-able evidence, and vehicle analytics, empowering law enforcement officers to improve response times during critical incidents and streamline investigations. The information gathered from this equipment can assist law enforcement in effectively and appropriately sharing relevant, timely and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners.

Combating terrorism continues to be a priority for the Department of Homeland Security. Our national security relies on our ability to share the right information with the right people at the right time. As the world has become increasingly networked, addressing the challenges to national security, both foreign and domestic, requires sustained collaboration and responsible information sharing. The imperative to secure and protect the American public is a partnership shared at all levels, including Federal, state, local, tribal, and territorial. Partnerships and collaborations must occur within and among intelligence, defense, diplomatic, homeland security, law enforcement, and private sector communities.

This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United State, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders. Effective homeland security operations rely on cooperation and information sharing amond federal, state, local, and tribal partners across all areas of the homeland security enterprise, including counterterrorism. Having equipment and resources that facilitate effective and timely gathering, analysis, and dissemination of intelligence and information is key to building a secure and resilient nation and comating terrorism. Completion of this project will ensure that law enforcement agencies in Region 3 have the resources to be able to gather, process, monitor, and distribute intelligence information.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	No
3.I EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?	Yes

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 12/2022**			**MSP/EMHSD Tracking Number:**	R3-2022-80-0027
Part IV - TRAINING SECTION					
4.A Course Name:					
4.B Is Training a FEMA-approved Course?		**4.C** Level of Training:		**4.D** Date of Course:	
4.E Sponsoring Jurisdiction:			**4.F** Training Discipline:		
4.G Company Name:		**4.H** Training Provider:			
4.I Point of Contact:		4.J Email:			
4.K Address:				**4.L** Phone:	

PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD

This form shall be provided with reimbursement requests to establish linkages between cost documents provided and grant allowability guidance.

FOR MSP/EMHSD USE ONLY:					
Additional Information Requested:	☐ Yes	☐ No	Date Additional Information Requested:		
Grant Allowability Review:	☐ **Justification Accepted**	☑ **Conditional Justification Accepted**		☐ **Justification Denied**	
MSP/EMHSD REVIEWER:	Jacqueline Homrocky	Date:	08/21/2023		

Justification or Conditional Justification Accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD. **Those receiving FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. This statute applies to FEMA recipients, subrecipients, and their contractors and subcontractors. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. For additional guidance, please refer to FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).**

Ensure to follow all federal, state, and local laws related to civil rights and civil liberties.

EHP Required

Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov **REVISION DATE: 10/2023** **MSP/EMHSD Tracking Number:** R3-2023-80-0013rr

Alignment and Allowability Form

1.A Subrecipient Name:			District Health Department No. 2				
1.B Region:	3-Three	**1.C** Regional Fiduciary:	Yes	**1.D** Date Sent:	**July 24, 2024**	**1.E** Category:	Sustaining or maintaining a current capability
1.F Subrecipient Point of Contact:			Melissa Upper		**1.I** Project Lead (If applicable):		
1.G Subrecipient Email Address:			melupper@gmail.com		**1.J** Project Lead Email Address:		
1.H Subrecipient Phone Number:			989-736-1224		**1.K** Project Lead Phone Number:		

Part II - ALIGNMENT REVIEW ✓

2.A Grant Year:	_2023	**2.B** Grant Program:	HSGP-State Homeland Security Program (LETPA) ✓
2.C Investment Title:		FY23 SHSP - (3) Intelligence and Information Sharing ✓	
2.D Investment Project Number:	8 ✓	**2.E** Investment Project Title:	Intelligence & Information Sharing (National Priority) ✓
2.F National Priority:	✓ Information and Intelligence Sharing and Analysis	**2.G** Local Sub-Project Identifier, if needed **(SUBRECIPIENT USE ONLY)**:	Genesee Co SO Flock Cameras IIS

2.H Investment and Investment Project Alignment:

This project aligns with the following Investment Statement: "This investment will allow Michigan to sustain the primary fusion center, the Michigan Intelligence Operations Center (MIOC), support the Detroit Southeast Michigan Intelligence Information Center (DSEMIIC), and continue to address functional area shortfalls related to the Intelligence and Information Sharing capability identified in the 2021 SPR." This project aligns with the Core Capability, Intelligence & Information Sharing, and in the supported activities of analysis of intelligence and information, continuous threat assessment, monitoring information, exploiting and processing information, and gathering intelligence. This project also aligns with Investment Project #8, Intelligence & Information Sharing (National Priority), in that it will enhance and expand the terrorism related information sharing activities of Region 3 law enforcement agencies through the installation and sustainment of Flock cameras systems for Region 3 law enforcement agencies.

This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the gathering of information and sharing of timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, terriorial, Federal, and other stakeholders.

The budget for this project will total $70,874.00 and will include funding for up to 60 memberships for the MAGLOCLEN RISS Program, which offers secure information sharing and communications capabilities, critical analytical and investigative support services, and event deconfliction to enhance officer safety. The RISS Program supports efforts against organized and violent crime, gang activity, drug activity, terrorism and violent extremism, human trafficking, identity theft, cybercrime, and other regional priorities. This project will also fund a combination of up to twenty mobile data terminals (MDTs), body cameras, and in-car camera systems, which will allow regional law enforcement personnel to gather and utilize intelligence from their person and patrol vehicles allowing for personnel to receive and send vital information as soon as it is available. The stationery license plate readers will be located at high traffic locations and used to track the movement of suspicious actors and gather vital intelligence which will also be monitored by local law enforcement. ✓

2.I Homeland Security Strategy (SHSS or RHSS) Goal (**OPTIONAL**):	Goal 6: Enhance intelligence & information sharing among private & public stakeholders
2.J Homeland Security Strategy (SHSS or RHSS) Objective (**OPTIONAL**):	Obj. 6.3: Support intelligence & information sharing training & equipment for Region 3 LE agencies
2.K Core Capability 1:	Prevention - Intelligence and Information Sharing ✓
2.L Core Capability 2:	Protection - Intelligence and Information Sharing ✓

FOR MSP/EMHSD USE ONLY:

Investment Alignment Review:	☒ Justification Accepted	☐ Justification Denied	Reviewer/Date:		8/14/24
EQ	***** Please See Part III - Section 3.A - 3.I for the Allowability Review *****				

Alignment and Allowability Form			
Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 10/2023**	**MSP/EMHSD Tracking Number:**	R3-2023-80-0013rr

This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

Part III - ALLOWABILITY REVIEW

3.A Solution Area:	Equipment	**3.B** AEL Number:	See Section 3.C

3.C Detailed Description of Costs:

This project will fund the following:

First year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable)) @ $3,100.00 ea. = $31,000.00 (AEL: 03OE-01-ALPR)

Qty six (6) Standard Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling@ $650.00 ea. = $3,900.00 (AEL: 21GN-00-INST, 21-GN-00-SHIP)
Qty four (4) MASH Tested Pole Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling @ $1,250.00 ea. = $5,000.00 (AEL: 21GN-00-INST, 21GN-00-SHIP)
Qty one (1) Advanced Search OS Upgrade to include convoy analysis, multi geo search, and visual search = $2,700.00 (AEL: 03OE-01-ALPR)

Second year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable) @ $3,100.00 ea. = $31,000.00 (AEL: 03OE-01-ALPR)

Total esimated project cost = $73,600.00

Region 3 would like to request the following modification for Project R3-2023-80-0013r in Section 3.C to include the following:
First year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable)) @ $3,100.00 ea. = $31,000.00 (AEL: 03OE-01-ALPR)
Qty six (6) Standard Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling@ $650.00 ea. = $3,900.00 (AEL: 21GN-00-INST, 21-GN-00-SHIP)
Qty four (4) MASH Tested Pole Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling @ $1,250.00 ea. = $5,000.00 (AEL: 21GN-00-INST, 21GN-00-SHIP)

3.D Quantity:	N/A	**3.E** Unit Cost:	Various	**3.F** Total Cost:	$73,600

Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 10/2023**	**MSP/EMHSD Tracking Number:**	R3-2023-80-0013rr

3.G Detailed Narrative of Intended Use/Outcome:

This project supports preventing, protecting against and responding to acts of terrorism by providing resources to gather intelligence that can be used to anticipate and identify emerging and/or imminent threats. This project will fund part of the first and second years of user and software fees, plus installation costs, for ten FLOCK license plate recognition cameras for the Genesee County Sheriff's Office. The service will be prorated to align with the performance period of the FY 2022 and 2023 HSGPs. The camera system will be used to gather vital intelligence and track suspected terrorists. The camera system will be used to capture objective vehicle data, including license plate numbers and vehicle descriptions 24/7. The system software offers real-time hot list alerts, search-able evidence, and vehicle analytics, empowering law enforcement officers to improve response times during critical incidents and streamline investigations. The information gathered from this equipment can assist law enforcement in effectively and appropriately sharing relevant, timely and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners. This project can be claimed as LETPA as it addresses the core capability of "Intelligence and Information Sharing" within the National Prevention Framework. Specifically, this project directly addresses the critical task articulated in the framework of "gather/collect information via law enforcement operations, suspicious activity reporting, surveillance, community engagement, and other activities and sources as necessary."

Combating terrorism continues to be a priority for the Department of Homeland Security. Our national security relies on our ability to share the right information with the right people at the right time. As the world has become increasingly networked, addressing the challenges to national security, both foreign and domestic, requires sustained collaboration and responsible information sharing. The imperative to secure and protect the American public is a partnership shared at all levels, including Federal, state, local, tribal, and territorial. Partnerships and collaborations must occur within and among intelligence, defense, diplomatic, homeland security, law enforcement, and private sector communities.

This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United State, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders. Effective homeland security operations rely on cooperation and information sharing amond federal, state, local, and tribal partners across all areas of the homeland security enterprise, including counterterrorism. Having equipment and resources that facilitate effective and timely gathering, analysis, and dissemination of intelligence and information is key to building a secure and resilient nation and comating terrorism. Completion of this project will ensure that law enforcement agencies in Region 3 have the resources to be able to gather, process, monitor, and distribute intelligence information.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	No
3.I EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?	Yes

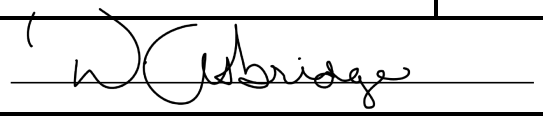
Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

Alignment and Allowability Form					
Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 10/2023**			**MSP/EMHSD Tracking Number:**	R3-2023-80-0013rr
Part IV - TRAINING SECTION					
4.A Course Name:					
4.B Is Training a FEMA-approved Course?		**4.C** Level of Training:		**4.D** Date of Course:	
4.E Sponsoring Jurisdiction:			**4.F** Training Discipline:		
4.G Company Name:		**4.H** Training Provider:			
4.I Point of Contact:		4.J Email:			
4.K Address:				**4.L** Phone:	

PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD

This form shall be provided with reimbursement requests to establish linkages between cost documents provided and grant allowability guidance.

FOR MSP/EMHSD USE ONLY:					
Additional Information Requested:	☐ Yes	☐ No	Date Additional Information Requested:		
Grant Allowability Review:	☒ **Justification Accepted**	☐ **Conditional Justification Accepted**		☐ **Justification Denied**	
MSP/EMHSD REVIEWER:		Date:	8/14/24		

Justification or Conditional Justification Accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD. **Those receiving FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. This statute applies to FEMA recipients, subrecipients, and their contractors and subcontractors. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. For additional guidance, please refer to FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).**

Ensure to follow all federal, state, and local laws related to civil rights and civil liberties.

An official website of the United States government Here's how you know

03OE-01-ALPR - System, Automated License Plate Recognition

Description

Fixed, portable, or vehicle-mounted mobile system consisting of imaging technology and optical character recognition software capable of determining the information on license plates.

Grant Notes

All Operation Stonegarden (OPSG) recipients will need to submit a detailed justification to the respective Program Analyst and obtain approval prior to the purchase of this equipment. Requests will be reviewed on a case-by-case basis.

More Information

FEMA Related Grant Programs

- Operation Stonegarden (OPSG)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Area Security Initiative (UASI)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the Interagency Board's Standardized Equipment List website.

Note: Some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders

For market survey reports, visit the System Assessment and Validation for Emergency Responders website. To search for an equipment item, use the same Authorized Equipment List item number.

Note: Some equipment items may not have market survey reports.

Last updated April 18, 2024

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An official website of the United States government Here's how you know

21GN-00-INST - Installation

Description

Installation costs for authorized equipment purchased through FEMA grants.

More Information

FEMA Related Grant Programs

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Transit Security Grant Program (TSGP)
- Tribal Homeland Security Grant Program (THSGP)

- Urban Area Security Initiative (UASI)

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An official website of the United States government Here's how you know

21GN-00-SHIP - Shipping

Description

Shipping costs for equipment purchased with grant funding.

More Information

FEMA Related Grant Programs

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Transit Security Grant Program (TSGP)
- Tribal Homeland Security Grant Program (THSGP)

- Urban Area Security Initiative (UASI)

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UTILITY



Invitation to Bid

#24-387

Genesee County, Michigan

License Plate Reader Cameras

Original

Submission Deadline:
June 25, 2024, by 2:00 PM (EST)

Genesee County Purchasing Department
1101 Beach Street
Room 361
Flint, MI 48502

PRESENTED BY UTILITY, INC.

EOS by utility™ HELIOS by utility™ POLARIS by utility™ ROCKET by utility™

Genesee County, Michigan
Invitation to Bid #24-387 for License Plate Reader Cameras

Submittal: *One (1) Original and One (1) Copy*

Table of Contents

Before Section I: Cover Letter

- Cost Form (*ITB Section 8, #1*)
- Signed Signature Page (*ITB Section 8, #2*)
- Reference Form (*ITB Section 8, #3*)
- Insurance Checklist Form (*ITB Section 8, #4*)

STATEMENT OF THE PROJECT (*ITB Section 8, #5*)

Section I: Utility's Capability and Qualifications 01

- Company Overview
- Our Understanding of the Project
- Company Structure, Financials and Growth
- Deployment Experience and Past Performance
- Proposed Key Staff

Section II: Project Information & Scope of Work 12

- Utility's Proposed Solution
- Response to Scope of Work

Section III: Implementation Methodology and Work Plan 24

- Implementation Plan with Schedule
- Training Overview, Customer Service and Ongoing Support

Section IV: Statement of Exceptions (*ITB Section 8, #6*) **..... 31**

Appendix A-1

- AWS Network Partner Flyer
- NAACP Endorsement Letter
- *Flyer—Four Automated License Plate Reader 'Must Haves'*
- Pulsar ALPR Product Features & Specifications
- Polaris Digital Evidence Management Platform, and SMART REDACTION™
- Warranties, CJIS Compliance and Terms and Conditions

Genesee County, AL
Genesee County Purchasing Department
1101 Beach Street, Room 361
Flint, MI 48502

June 25, 2024

Subject: Invitation to Bid #24-387 for License Plate Reader Cameras

On behalf of Utility Associates, Inc. (Utility), thank you for the opportunity to present our integrated, policy-based automated recording technology to Genesee County (County).

As the existing LPR system, body worn camera, and in-car camera provider for numerous law enforcement agencies across the U.S., we are committed to increasing our public safety presence in the state of Michigan and provide the County with our **PULSAR by Utility™ (Pulsar)** ALPR solution and intuitive **POLARIS by Utility™ (Polaris)** digital evidence management system that can be managed through a single web-based platform.

Utility's Pulsar ALPR camera technology is the perfect addition to any agency's portfolio of law enforcement technology products. Utility's Pulsar solution provides unique benefits to the County:

- **Intelligent ALPR**. Unlike traditional LPR systems, Utility's Pulsar ALPR is powered by AI and a new ability to read license plates at high speeds–all while comparing data at-the-edge.
- **Force Multiplier**. ALPR provides greater efficiency for the patrol officer which translates to increased productivity for your agency. ALPR allows an officer to focus on their job functions while patrolling as it leverages AI and the total systems to maximize the officer's effectiveness, safety, and situational awareness.

Utility's Pulsar ALPR camera technology together with Polaris (our cloud-based DEMS) is provided as a System as a Service (SaaS) subscription. Our platform is scalable to the needs of the Genesee Sheriff's Department (Officers, Investigators, also Attorneys, etc.). The solution does not require user licenses, and an active SaaS subscription allows access by authorized personnel of the County, and automatically supports unlimited concurrent logins. Our Pulsar ALPR is CJIS-compliant, made in the USA, and includes 24/7/365 support from Utility's support team.

Because our technology **does not depend upon legacy proprietary platforms**, it is designed to be cost-effective, allowing greater coverage and officer safety in performance of their duties. Beyond its cost-effective aspects, the Rocket ALPR technology model is designed to focus advanced AI capabilities to promote real-time connectivity in these ways:

- **Connected ALPR**. Pulsar ALPR and Polaris provide officers with the total system connectivity directly to AWS GovCloud for real-time access to Federal, State, and local databases for purposes of automatically searching for hot listed vehicles.
- **ALPR Alerts**. Policing our communities today has become increasingly dangerous for our officers on patrol and as a result, increased officer safety measures are paramount.

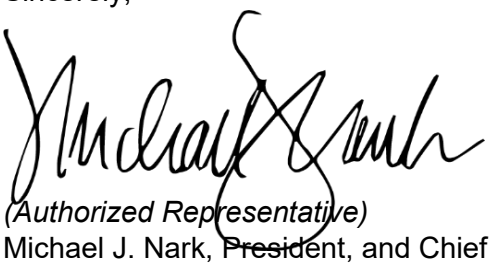
ALPR Alerts are automated and connected to the Department by Utility's Polaris ecosystem. Dispatch, supervisors, and nearby officers can receive real-time alerts when an officer receives an ALPR Alert of a hot-listed vehicle.

- **Integration with AXON & Other Partners**
  Our Polaris DEMS platform has the capability of integrating with and importing or receiving digital video evidence, digital documents and images from other sources including Axon's Evidence.com.
- **Pathways to Future Integrations**. Utility's Pulsar ALPR is capable of integrating with RMS and CAD where it can create an Action Zone for High Priority Calls and can make them visible on the Polaris video management system live map.

Utility's license plate reader and digital evidence management video capture solution provides the most advanced technology for law enforcement today. Our Pulsar ALPR technology allows today's efficiency-focused law enforcement leaders to leverage their budgeted resources to increase safety and LPR coverage.

We are excited to share our innovative technology solutions with the Genesee County Sheriff's Department and look forward to the opportunity to serve as your partner to ensure your project success.

Sincerely,



(Authorized Representative)
Michael J. Nark, President, and Chief Executive Officer
mnark@utility.com, 404-816-0300 office

COST FORM

PROJECT: ITB #24-387 License Plate Reader Camera

Description	Quantity	Unit Price	Extended Amount
License Plate Reader Camera	10	$ 8,500	$ 85,000
Software (compatible to AXON)	1	$ included	$ included
Installation of Cameras (six state trunkline roadways and 4 County roads)	10	$ included	$ included
Yearly maintenance fee	10	included	included
Other fees (please provide below a description and cost for any additional items needed to complete this project. This should include and licensing fee, recurring fees, testing, and/or any administrative fee):	1	$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
		$	$
Total Cost			$ 85,000

Please provide the number of days to complete this project upon execution of a contract:

sixty (60) days

Utility Associates, Inc.

Name of Company

Name (Print): Michael J. Nark

Signature: [signature]

Title: President & CEO

Date: June 21, 2024

SIGNATURE PAGE
GENESEE COUNTY ITB #24-387
License Plate Reader Cameras

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the ITB,
3. has not engaged in any collusive actions with any other potential proposers for this ITB,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from bid due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda N/A issued as part of the ITB:

Conflict of Interest:

✓ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this bid.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Bid.

Exceptions to Solicitation and/or Standard Contract: NO ✓ YES_____ (include attached statement)

Name (typed): Michael J. Nark

Signature: _____ Title: President & CEO

Date: June 19, 2024

Company: Utility Associates, Inc.

Federal Employee Identification Number (FEIN): 58-2574318

DUNS Number: 02-249-8203

Contact Person of company representative for matters regarding this ITB

Michael J. Nark		President & CEO	
CONTACT NAME		POSITION	
250 E Ponce de Leon Ave #700	Decatur	GA	30030
MAILING ADDRESS	CITY	STATE	ZIP CODE
404-816-0300	877-449-5088	mnark@utility.com	
PHONE	FAX	E-MAIL	

REFERENCES

List 3 references of similar projects Submitted by: Utility Associates, Inc.
Michael J. Nark, President & CEO

Company/Client:	Contacts:
Hempstead (TX) Police Department	Name: David Hartley
	Title: Chief
	Phone: 979-826-3332
Dates of Service: 2022--Present	Email: dhartley@hempsteadpdtx.com
	Address: 1015 11th Street
	City, State: Hempstead, TX 77445

Company/Client:	Contacts:
Maryland Heights (MO) Police Department	Name: Sean Franning
	Title: Lieutenant
	Phone: 314-738-2369
Dates of Service: 2023--Present	Email: sfanning@marylandheights.com
	Address: 11911 Dorsett Road
	City, State: Maryland Heights, MO 63043

Company/Client:	Contacts:
Union County (NC) Sheriff's Office	Name: Brian Keziah
	Title: Captain
	Phone: 704-320-8259
Dates of Service: 2023--Present	Email: Brian.Keziah@unioncountync.gov
	Address: 3322 Presson Road
	City, State: Monroe, NC 28112

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR: **ITB:24-387 – License Plate Reader Camera**

Coverage Required		Limits (Figures denote minimums)
X	*1. Workers Compensation*	*Statutory limits of Michigan*
X	*2. Employers' Liability*	*$500,000 accidental/disease* *$1,000,000 policy limit, disease Including Premises/Operations*
X	*3. General Liability*	*$1,000,000 per occurrence with $2,000,000 aggregate Including Products/Completed Operations and Contractual Liability*
	4. Professional Liability	*$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions*
	5. Medical Malpractice	*$200,000 per occurrence $800,000 in aggregate*
X	*6. Automobile liability*	*$1,000,000 combined single limit each accident – Owned, Hired, Non-owned*
X	*7. Umbrella liability/Excess Coverage*	*$1,000,000 BI & PD and PI*
X	*8. Genesee County named as an additional insured on other than worker' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.*	
X	*9. Other Insurance Required: Cyber Liability*	
X	*10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)*	
X	*11. The Certificate must state bid number and title 24-381*	

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

_____ The above required policies carry the following deductibles:

_____

_____ Liability policies are ***occurrence*** _____ ***claims made*** _____

_____ _____

Insurance Agent Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Utility Associates, Inc. _____

Contractor Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department, and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Corinthia Steinbauer	
Sterling Seacrest Pritchard, Inc. 2500 Cumberland Pkwy. Suite 400 Atlanta GA 30339	PHONE (A/C, No, Ext): 404-238-9090	FAX (A/C, No):
	E-MAIL ADDRESS: csteinbauer@sspins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Co	35378
INSURER B : Trumbull Insurance Co	27120
INSURER C : Great American E&S Insurance Co	
INSURER D : Lloyds of London	32727
INSURER E :	
INSURER F :	

INSURED UTILI-1
Utility Associates, Inc.
250 East Ponce de Leon Avenue
Decatur GA 30030

COVERAGES **CERTIFICATE NUMBER:** 781644354 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			MKLV2PBC002025	8/1/2023	8/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			20UENEI9185	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XS E744275-02	8/1/2023	8/1/2024	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ 8,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Tech E&O/Cyber			APT1116323	8/1/2023	8/1/2024	Per Claim	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket endorsements included within the policies, applicable to the certificate holder, if a written contract and/or agreement is in place:
- Blanket General Liability Additional Insured endorsement for vendors form number CG 20 15 04 13
- Blanket General Liability Additional Insured endorsement for mortgagees form number CG 20 18 04 13
- Blanket General Liability Additional Insured endorsement for notice of cancellation form number MEGL 1879 07 15
- Blanket General Liability Primary Non-Contributory endorsement form number CG 20 01 04 13
- Blanket General Liability Waiver of Subrogation endorsement form number MEGL 0241-01 05 16
- Blanket Automobile Additional Insured endorsement form number HA 99 16 12 21
- Blanket Automobile Primary Non-Contributory endorsement form number HA 99 16 12 21
- Blanket Automobile Waiver of Subrogation endorsement form number HA 99 16 12 21

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SECTION I: UTILITY'S CAPABILITY AND QUALIFICATIONS

Company Overview

Utility Associates, Inc. (Utility) is a Delaware Corporation **incorporated in 2001** with Headquarters in Decatur, Georgia, in Metropolitan Atlanta. Utility is a vertically integrated US manufacturer and supplier of software solutions, automated license plate reader cameras, body worn cameras, digital in-vehicle cameras, mobile digital multi-media evidence management systems, and situational awareness software solutions for the **law enforcement community, transportation agencies, and utilities**. With over **100,000 devices deployed**, Utility has worked with many progressive first responders to incorporate industry best practices to help solve critical legal evidence capture and field situational awareness management challenges.

OUR VISION

Help our clients save the day – every day – with **digital innovations that revitalize front-line professions, renew respect in authority and restore community trust.**

Utility's digital video recording software platform is the **proven result of 22+ years of development and deployment in thousands of video recording systems around the US**. Utility retains **more than 140 employees**, based in the US in all time zones dedicated to providing our Solution and Services to our clients. Our platform solution is a complete system of proven video software representing more than two decades of development and real-world use.

Our Understanding of the Project

Utility fully understands Genesee County's requirement for an ALPR camera system with monitoring capabilities to assist in safeguarding Michigan roadways, ensure County transparency, enhance law enforcement efforts and improve public safety. Utility's Pulsar technology is an AI-powered license plate capturing and alerting solution that provides efficient and accurate vehicle tracking, monitoring and identification. Utility's Pulsar solution is designed for automated and independent operation and together with our POLARIS by Utility™ digital evidence management software (DEMS) offers a complete platform solution for vehicle-based investigation and analysis. Our DEMS is cloud-based, hosted in Amazon Web Services (AWS) GovCloud, and CJIS-compliant.

Utility is proud of our long and successful history of providing the highest quality digital evidence technology and services to agencies in Michigan and across the U.S. Further details of our industry experience and ability to meet and exceed Genesee County's scope requirements are provided below and in the following sections.

Company Location and Contact Information

Utility Associates, Inc. Global Headquarters:
250 East Ponce De Leon Avenue, Suite 700
Decatur, Georgia 30030 404-816-0300 general office

www.utility.com

Primary Representatives:

Contract Executive: Michael J. Nark, President and CEO, mnark@utility.com;
Account Representative: Nathan Teodoro, Business Manager nteodoro@utility.com
Sales Support Manager: Dahlia Blake, Inside Sales Manager dblake@utility.com
Repair and Maintenance: Samson Aberra, Support Manager saberra@utility.com

Company Structure and Organization

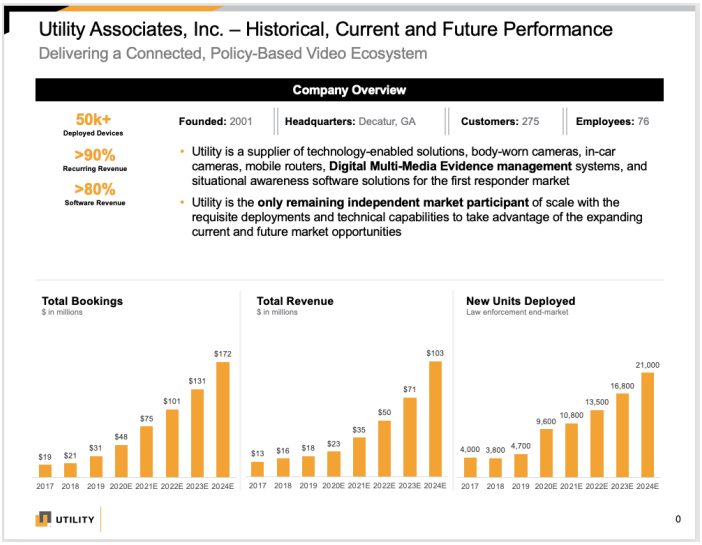
Utility is the parent company with no subsidiaries. Mr. Michael J. Nark, President and CEO, is the Authorized Representative and takes full responsibility for the completeness and correctness of any and all information provided with this response. Utility's corporate structure, presented below, establishes clearly defined lines of communication, responsibility, and accountability, and ready access to corporate support



Company Financials & Growth

Utility Associates, Inc. is a private, investor-funded Company and affirms that its financials have been audited by an independent certified public accounting firm, and an unqualified opinion was issued for each year.

Please find Utility's financial summary details including 2022 – 2024 Balance Sheet, and Income Statement. Our data and video evidence total platform **has grown 60% year over year from 2021 to 2023.** *Should additional financial information be required, Utility will gladly provide sufficient information not subject to public release to enable the County to complete its evaluation*.



Utility's Financial Statements

Utility Associates, Inc
Unaudited Financial Summary

Balance Sheet

	Year to Date March 2024	Year to Date December 2023	Year to Date December 2022
Assets			
Cash	$ 14,153,790	$ 14,927,176	$ 10,944,829
Accounts Receivable	$ 6,994,669	$ 15,938,706	$ 7,957,182
Unbilled Contracts	$ 585,635	$ 466,913	$ -
Inventory	$ 4,099,979	$ 2,703,472	$ 3,002,655
Other Current Assets	$ 45,145,650	$ 41,131,206	$ 33,903,694
Net Fixed Assets	$ 694,564	$ 730,498	$ 298,626
Total Assets	$ 71,674,288	$ 75,897,971	$ 56,106,985
Liabilities and Equity			
Liabilities			
Accounts Payable	$ 2,711,127	$ 2,254,679	$ 3,395,760
Accrued Expenses	$ 1,160,800	$ 299,045	$ 335,763
Other Current Liabilities	$ 93,842,088	$ 102,506,046	$ 54,193,744
Long Term Liabilities	$ 3,072,854	$ 3,360,914	$ 22,991,280
Total Liabilities	$ 100,786,869	$ 108,420,684	$ 80,916,547
Equity	$ (29,112,581)	$ (32,522,712)	$ (24,809,562)
Total Liabilities and Equity	$ 71,674,288	$ 75,897,971	$ 56,106,985

Income Statement

	Year to Date March 2024	Year to Date December 2023	Year to Date December 2022
Revenue			
Contracted	$ 15,224,403	$ 57,256,945	$ 40,630,889
Other	$ 518,544	$ 2,634,082	$ 2,705,135
Total Revenue	$ 15,742,946	$ 59,891,027	$ 43,336,024
Cost of Good Sold	$ 6,074,430	$ 23,855,826	$ 20,468,620
Gross Profit	$ 9,668,516	$ 36,035,201	$ 22,867,404
Operating Expense	$ 5,914,861	$ 21,823,908	$ 17,699,965
EBITDA	$ 3,753,655	$ 14,211,293	$ 5,167,439
Other Income and Expense	$ (343,524)	$ (1,476,502)	$ (1,310,596)
Net Income	$ 3,410,131	$ 12,734,791	$ 3,856,843

Deployment Experience

Utility supports a base of **over 350+ client agencies**, mainly law enforcement agencies, with digital evidence platforms, mobile cameras, automated license plate readers, and communication devices that collect evidence and then store and manage it securely. In looking to the future of the Utility brand, we envision an ever-expanding universe of products built to both stand alone as well as combined for optimal performance.



Utility's client base continues to grow as agencies adopt our innovative platform, as shown on the (abbreviated) table below:

Agencies **in Michigan and around the U.S.** (including the References provided on the following page) which have successfully integrated Utility's technology include:

Plymouth MI Police Department	**Canton Township MI Police Department**
Battle Creek MI Police Department	**Constantine MI Police Department**
Evansville IN Police Department	Indianapolis IN Metro Police Department
West Virginia WV State Police	Marathon County WI Sheriff's Office
Dekalb County GA Police Department	South Bend IN Police Department
Noblesville IN Police Department	Hendricks County IN Sheriff's Department
Coweta OK Police Department	Hempstead TX Police Department
Harris County TX Sheriff's Office	Bridgeton MO Police Department
St Louis County MO Police Department	Pine Couty MN Sheriff's Office
O'Fallon MO Police Department	New Hampshire Statewide Police
Benton AR Police Department	State of North Carolina Statewide Contract
Henderson NV Police Department	State of South Carolina Statewide Contract

Utility solutions are Country of Origin USA, manufactured in the USA. Utility is committed to supporting the USA through the Buy American Act and the American Recovery Reinvestment Act, to which all Utility solutions are Compliant.







Past Performance

Utility's Pulsar and Polaris digital evidence management platform will provide Genesee County with the most advanced solution for video recording, situational awareness and evidence capture. The combination of features and capabilities is unmatched by any other solution, and is the ideal structure designed for a cohesive law enforcement and public safety Department.

Examples of our past performance include:

- Harris County (TX) Sheriff's Office (2500+ sworn officers)
- Indianapolis (IN) Metropolitan Police Department (1100+ sworn officers)
- St. Louis County (MO) Police Department (1015+ sworn officers)
- DeKalb County (GA) Police Department (860+ sworn officers)

Notable Utility customers who have successfully deployed Utility's Pulsar and Polaris systems include:

Organization Name: Hempstead (TX) Police Department

Since: 2022 and ongoing. **Description of the Project:** Deployment of 9 Pulsar ALPR systems. Deployment of 20 units of EOS camera system, with deployment of 12 Rocket in-vehicle router/DVR units, with WiFi Hot Spot, GPS to CAD, High Speed Offload of Video Data. Media management on the Polaris digital evidence management platform.

Organization Name: Maryland Heights (MO) Police Department

Since: 2023. **Description of the Project:** Deployment of 3 Pulsar ALPR camera systems. Additional deployment of 85 units EOS camera system. Integrated deployment of 30 ruggedized mobile Rocket in-vehicle router/DVR units, with WiFi Hot Spot, GPS to CAD, High Speed Offload of Video Data. Media management on the Polaris digital evidence management platform.

Organization Name: Union County (NC) Sheriff's Office

Since: 2023 and ongoing. **Description of the Project:** Deployment of 12 Pulsar ALPR camera systems. Deployment of 120 units EOS camera system, with Installation of 120 Rocket in-vehicle router/DVR units with in-car video, and media management on the Polaris digital evidence management platform.

Organization Name: Michigan City (IN) Police Department

Since: 2023 and ongoing. **Description of the Project:** Initial deployment of 60 Rocket in-vehicle router/DVR units with in-car video and mobile Pulsar ALPR, with WiFi Hot Spot, GPS to CAD, High Speed Offload of Video Data. Deployment of 87 units EOS camera system with Taser Integration, and media management on the Polaris digital evidence management platform.

Organization Name: Canton Township (MI) Police Department

Since: 2020 and ongoing. **Description of the Project:** Deployment of 80 units EOS camera system, with integrated deployment of 40 ruggedized vehicle-mount mobile router Rocket in-vehicle router/DVR units, with WiFi Hot Spot, GPS to CAD, High Speed Offload of Video Data, and media management on the Polaris digital evidence management platform.

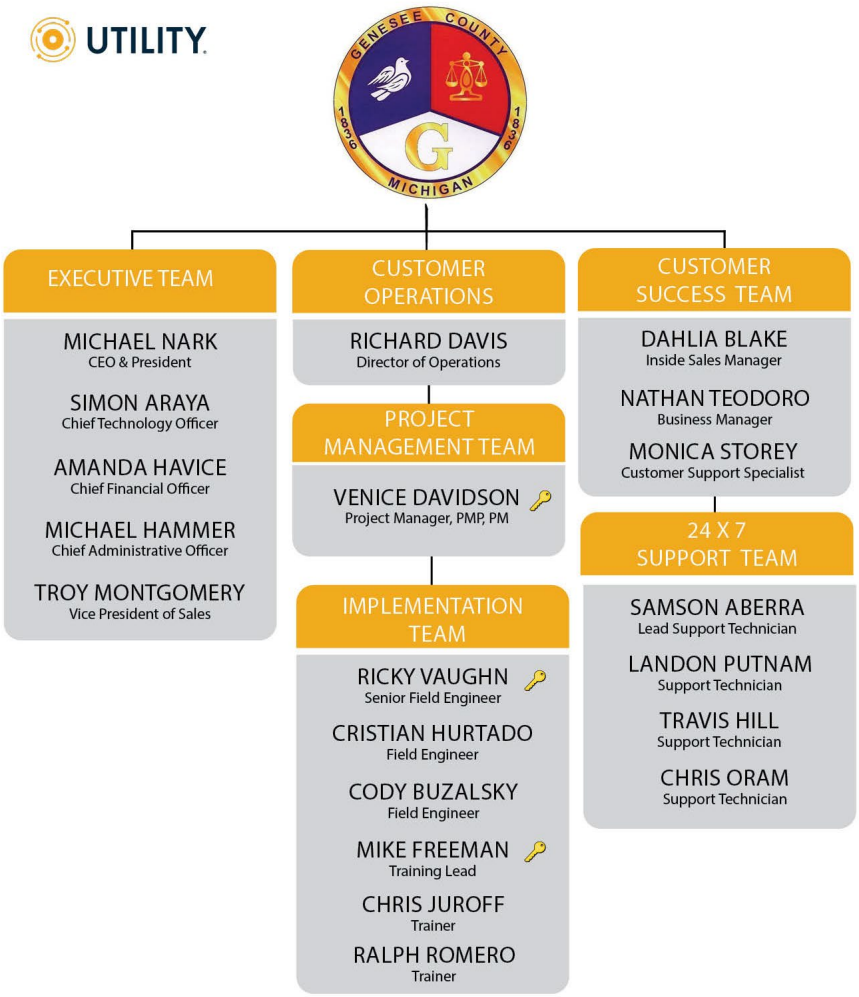
Organization Name: Plymouth (MI) Police Department

Since: 2022 and ongoing. **Description of the Project:** Deployment of 16 units EOS camera system. Integrated deployment of 6 ruggedized vehicle-mount mobile router Rocket in-vehicle router/DVR units, with WiFi Hot Spot, GPS to CAD, High Speed Offload of Video Data, and media management on the Polaris digital evidence management platform.

Proposed Key Staff

A successful, seamless implementation is vital for Utility to build lasting customer partnerships. We will provide fully skilled, properly certified staff with efficient, effective management that is responsive to Genesee County. Utility's approach to providing qualified personnel for the County's project is based on our years of experience, continuous incorporation of lessons learned, and dedicated execution by skilled and experienced management professionals.

Customer Operations and Project Management Teams



Utility's team structure will establish clear lines of responsibility and accountability, ready access to corporate resources and support, and a direct link to our customer to facilitate effective communication. Our project team is empowered to respond to project requirements using the comprehensive business and management systems necessary to ensure cost effective, detailed oversight.

System implementation will be led by **Customer Operations, Project Management, and Implementation Team,** which will be solely dedicated, from start to finish, to the success of the deployment of the Utility solution for the County. A brief description and a summary of the qualifications of the proposed team members is included below:

Customer Success	The **Customer Success Team** will be led by Utility's Nathan Teodoro, with direct contact and interaction on this project to ensure the system is meeting expectations. Nathan will manage the County's relationship and focus key staff to ensure that your needs will be our top priority.
Project Management	We propose Venice Davidson, PMP, PM, as our designated Project Manager for this project. Venice has demonstrated her experience in effective project management, risk and issue management, and information security on recent projects similar to the County's project. She will continually develop, monitor, and update project plans to include material/software acquisition, time management, and detailed project action plans confirming Utility's adherence to scheduled deadlines, while also ensuring overall project implementation and performance success. Our PM will directly coordinate with the County and our Customer Support team to maintain open communications critical for successful project execution.
Field Engineer	Utility's Senior Field Engineer Ricky Vaughn is a Certified Dell Systems Expert, a Certified Microsoft Expert (Network Administrator, Windows XP, Server, Messaging) with more than 25 years of experience. He is an expert in software development/configuration for systems similar to the County's project, and in software testing. He will lead the Implementation Team responsible for the initial configuration and project setup. This team will initially work with both your sworn and information technology staff to ensure proper configuration and then will direct the training sessions with deputies and support staff.
Training	Training for this project will be led by Michael Freeman. Michael has formal classroom instructor training and relevant experience with the software and hardware, and thorough knowledge of the material covered in the courses. He has mastery of the training manuals, system documentation tools, and training aids, is highly competent, and is able to work independently of outside support to accomplish the County's goals and objectives.

Utility will provide our key staff for the duration of the implementation. Our overall project management plan includes resource capacity planning which provides for backup expertise in each area.

Summary of Key Staff Experience

The table below provides a summary of our key staff's background, qualifications, and relevant contract experience.

Utility Associates Key Staff Experience		
Work History	**Certifications**	**References**
Venice Davidson, Project Manager *Education/ Background*: Master's Degree in Business Administration, concentration in Project Management, Bachelor's Degree of Science		
Relevant and progressive program management experience leading and managing, large scale, complex IT projects and programs in the law enforcement environment. Comprehensive experience in planning, scheduling, and tracking all stages of the project lifecycle to deploy body cameras, in-car video communications systems and SaaS solutions. Experience overseeing and coordinating cross functional teams and client points of contact to implement multi-million-dollar projects on-time and within budget.	• Certified Associate in Program Mgmt – CAPM (5/2019 – 5/2024) • Program Mgmt Professional (PMP), 8/2020 – 8/2023	Chris Bailey (IN Metro PD Assistant Chief) 317-605-9058 Chris.bailey@indy.gov
Relevant Contract Experience: • Indianapolis Metro Police - Full Scale Deployment (08/2020) 1100 Body Cameras, 1100 In-Car Communications Systems • Manchester NH Police - Full Scale Deployment (12/2019) 245 Body Cameras, 40 In-Car Video Systems • St. Louis County MO Police - Full Scale Deployment (11/2019) 676 Body Cameras, 350 In-Car Video Systems • Olmsted County MN Sheriff - Full Scale Deployment (11/2019) 170 Body Cameras, 58 In-Car Video Systems		
Ricky Vaughn, Sr. Field Engineer *Education/ Background*: Business Computer Programming		
Experience managing operational staff of engineers/technicians responsible for the installation and integration of mobile digital video and Communications in the Public Safety Sector. Supports project network requirements with a broad base of IT and communications systems, processes, procedures, and	• DCSE (Dell Certified Systems Expert) • CMNA (Certified Microsoft Network Administrator)	Michael Clinton (St. Louis County PD SPO) 314-659-0482 mclinton@stlouisco.com

Utility Associates Key Staff Experience		
Work History	**Certifications**	**References**
associated technologies. Provides Tier 3 Support for Field Staff. Responsible for testing and debugging prototype hardware/software. Served as Systems Engineer installing new systems including data migration and system setup. Experience includes: Program In-Car Video Systems, Windows Security (Active Directory & NT Domains), Windows/Intel Server Tuning, Optimization & Capacity Planning, Microsoft SQL Server 2005 & 2008 Administration, Perform Database Maintenance/Build & Configure Windows Servers, Patch Management (WSUS), Configure IP Scheme (DHCP & Static).	• MCP (Microsoft Certified Professional) (Windows XP) • MCSA (Microsoft Certified Systems Administrator) (Sever 2003) • MCSA Messaging (Exchange 2003)	
Relevant Contract Experience:		
Utility Associates, Inc. (04/2008 – Present) • Harris County TX Sheriff's Office (Full Deployment (08/2022) 1700 Body Cameras, 1700 In-Car Video Systems • Indianapolis Metro Police - Full Scale Deployment (08/2020) 1100 Body Cameras, 1100 In-Car Communications Systems • St. Louis County MO Police - Full Scale Deployment (11/2019) 676 Body Cameras, 350 In-Car Video Systems		
Michael Freeman, Training Lead *Education/ Background*: Master Police Officer (Ret.) with Dekalb County Police Department; United States Marine Corps, Camp Pendleton, CA; Marine Corps MOS Training; Degree in Fine Arts, Graphic Design		
Training Specialist leading on-site and on-line training of customers in the use of EOS camera solutions, Rocket in-car DVR/router devices, and Polaris digital management platforms. Development and implementation of online training/support for customers across multiple platforms. Training representative responsible for developing, sustaining, and enhancing the training program to optimize customer success	• P.O.S.T Certified • CJIS GCIC Network Terminal Operation Certification • Microsoft SharePoint™	Jan Cahill (WV PD Superintendent) 304-746-2115 Jan.cahill@wvsp.gov

Utility Associates Key Staff Experience		
Work History	**Certifications**	**References**
in the deployment of body worn technology ecosystem. Experiences includes: • In the past year, trained over 40 departments and over 10,000+ individuals on EOS camera solutions, Rocket in-car DVR/router devices and Polaris • Leads on-site and on-line training of customers in the use of EOS camera solutions, Rocket in-car DVR/router devices. Polaris digital management platform. • Develop and implementation of online training/support for customers across multiple platforms. • Optimizes customer success in the integration of Utility's mobile video solutions Ecosystem • Training of ALPR Camera Systems/License plate readers	• Adobe Acrobat™ applications • ILG00G Georgia Criminal Law • CAJ02G Search Warrants and Affidavits • Lidar and Laser Certified • Field Training Officer • Supervisor Certified	
Relevant Contract Experience:		
Utility Associates, Inc. (05/2019 – Present) • Harris County TX Sheriff's Office (Full Deployment (08/2022) 1700 Body Cameras, 1700 In-Car Video Systems • Indianapolis Metro Police - Full Scale Deployment (08/2020) 1100 Body Cameras, 1100 In-Car Communications Systems • St. Louis County MO Police - Full Scale Deployment (11/2019) 676 Body Cameras, 350 In-Car Video Systems		

SECTION II: PROJECT INFORMATION & SCOPE OF WORK

Utility's Proposed Solution

As an innovative technology-enabled service provider recognized for creating groundbreaking integrated digital systems for frontline professions, we provide a universe of intuitive products for effectively capturing, managing, and releasing video evidence. Technologies include a variety of cameras, sensors, and devices as well as situational awareness software solutions.

Technical Approach for Utility's PULSAR, and POLARIS Digital Evidence Management System (DEMS)

A Universe of Solutions

Mission Critical Mobile Intelligence.
Protect What's Important:
Accurate Detection, Connectivity and Officer Safety

PULSAR by utility.

Capture high-quality license plate images with our AI on-the-edge ALPR system. Upload ALPR recordings instantly to the cloud via LTE cellular

POLARIS by utility.

Utility's Virtual Command Center – a comprehensive user-friendly online platform allows the user to store, manage and retrieve digital data at the click of a button.



Download FDLE (FCIC/NCIC) data directly (by the County credential) to the Pulsar 'box', without human review. Data is only used to look up license plates that are read 'on the street'.



All ALPR data collected 'on the street' by Utility is encrypted and securely stored in the cloud.

Share captured data within Utility's Virtual Command Center using our state-of-the-art digital evidence management system.

PULSAR by utility

The Pulsar License Plate Reader Camera System is an all-inclusive, turnkey, cloud-based solution. Pulsar and Polaris DEMS are provided as a System as a Service (SaaS) subscription. The SaaS subscription provides complete end-to-end security from the time data is captured and recorded until it is purged at the end of the retention classification. Utility provides unlimited storage at no additional cost to the County.



Utility's technology drives LPR using Artificial Intelligence (AI) at-the-edge, and real-time connectivity to Hot Lists from State, local and Federal data sources. Pulsar features highly sophisticated optical technology and machine learning algorithms to improve accuracy and efficiency.

Utility's Pulsar allows today's efficiency-focused law enforcement leaders to use AI enhanced technology to accurately capture and manage digital data. **This provides officers with a Smart ALPR tool to help protect their community and themselves from mobile threats.**

This combination of features and capabilities is unmatched by any other solution, and is designed to serve as a Force Multiplier, promote a Connected department, and offer a Pathway to Future Integrations, such as CAD, RMS, and mobile video camera systems. Utility's ALPR technology is a partnership with Sony Corporation and is installed in fixed stationary applications and in-vehicle applications for customers across the US.

Utility is the manufacturer and supplier of the Pulsar ALPR solution and provides installation of the Pulsar ALPR camera systems, training, and ongoing customer support. Our Solution is all-inclusive with all maintenance, equipment, components, cabling, wiring etc., necessary for a complete operational recording system.

This narrative describes a system overview of technical features, capabilities, and design considerations that are included in the Pulsar Ecosystem.



Pulsar is a smart license plate reader device that utilizes real-time 4G-LTE cellular communications provided by its own LTE connection. The device has capability for a variety of sensors and configurable operating software for autonomous processing. This combination of software and communications driven technology provides Smart ALPR recording control, automatic safety reporting (such as “ALERT” bulletins).

Pulsar also offers the ability to receive messages and take actions based upon configuration rules processed by software that can be updated at any time.

Pulsar Camera Mounting Options

Utility’s ALPR technology has been successfully launched for law enforcement and first responder customers across the US, utilizing stationary fixed-mount units, in-vehicle units, and our Trailer units. All options provide access to live and recorded video through a single platform, our included Polaris DEMS software. For Genesee County’s purposes, our solar-powered Pulsar ALPR solution can be mounted to any MDOT acceptable poles.

View of Typical Stationary Fixed- Mounting Options





Features & Benefits of the Pulsar ALPR System
• Real-time license plate capture, analysis, and hotlist matching for fixed camera deployments
• Single or dual camera options allow for capturing additional lanes of traffic at a single location
• Proximity and hot zone alerting and searching
• BOLOs are matched against license plate captures for local hotlist hit notifications
• Advanced traffic pattern reporting and location-based vehicle analysis
• Fully integrated into Polaris for access and sharing of license plate captured data
• AI-based vehicle analysis
• Automatic and manual day and night modes
• Versatile cellular-based communication

Pulsar Capture Reliability

The Pulsar ALPR system ensures increased accuracy and reliability of license plate data captures by our fixed mount system with the following features:

- High-quality, high-definition cameras provide the best possible image of the vehicle for analysis.
- By using an advanced AI engine that is widely deployed, the PULSAR reads are generated using the latest ML techniques and large license plate date sets to ensure highly accurate results
- Regular quality audits help measure and maintain the accuracy of the PULSAR vehicle data.
- Seamless system updates and improvements ensure the PULSAR systems are delivering the highest accuracy and performance.

Investigation Aid

Pulsar allows officers to effectively monitor a high volume of vehicles without manually checking each plate, significantly increasing their efficiency and coverage area. Pulsar automates the process of scanning and checking license plates against databases of stolen vehicles, wanted suspects, or other vehicles of interest. The systems can rapidly alert officers when a vehicle on a hotlist is detected, providing real-time information that would be nearly impossible to obtain through manual efforts alone.

To aid in investigation, Pulsar uses advanced optical character recognition to accurately capture the license plate number and issuing state. Pulsar can identify the make, model, color, and vehicle type with outstanding precision. Pulsar records the date, time, and precise GPS coordinates of each vehicle detection event, all from a single snapshot of the vehicle. This leads to proactive policing and can provide officers instant alerts.

Pulsar as a Cost-Effective Solution

As a solar-powered system, Pulsar does not require a wired power source or a recurring utility cost for electricity, resulting in a low operating cost. The Pulsar system's flexible placement capabilities allow it to be installed anywhere the County needs without needing additional power infrastructure, trenching, or cables. Through collaboration with neighboring agencies, the County can expand their investigative network without adding additional headcount, which means the Pulsar ALPR system acts as additional boots on the ground that don't need a break, vacation, or time off. **They are working 24/7/365.**

Pulsar data is managed by Utility's Polaris platform. Polaris pulls together all devices and data in the system - ALPR license plate data, metadata (and any Rocket in-vehicle DVR video, audio, and metadata, if available) — into one platform keeping the process streamlined. All captured images and metadata can be viewed instantly and managed within the platform. The system allows for additional features, such as Live Video streaming for more urgent situational awareness incidents. Additionally, device data is tied together in the system to provide a clearer picture, with timeline and tags of everything that took place. All of these connected data sources (and Utility's ALPR and video camera devices) can be remotely configured through Polaris, by sending over-the-air updates.

Accessing Data Bases

Pulsar data managed by Utility's Polaris provides access to:

NCIC	State	Local
• Criminal Data • Wanted Felons • Stolen vehicles	• Expired Plates • Vehicle Holds • Suspended Driver Files • Habitual Traffic Violators	• Be on the Lookout (BOLOs) • Crime Information Bulletin (BIC)

Pulsar is a Smarter System

Typical LPR systems use video streams to capture pictures, analyze the picture to find license plates, then do a lookup to find a match within the database, and then it is displayed to an officer, either at computer viewing device at a remote location, or in the officer's car.

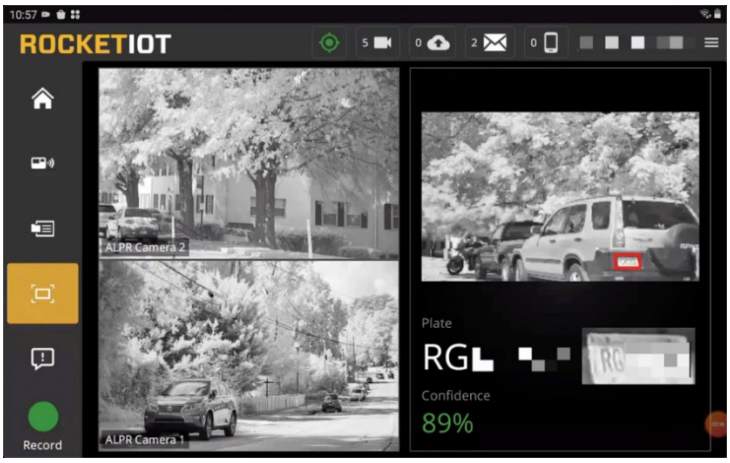
Pulsar provides a better way to integrate the system for a real-time approach to ALPR. Utility's development process with Sony had the objective to not only capture and analyze the data at-the-edge, but then share that data with the cloud so that decisions could be made to disseminate that information to officers and other staff within the agency (or outside the agency) who need it as quickly as possible.

Like typical LPR systems, the Pulsar system captures using camera feeds.

Pulsar uses picture analysis but uses *artificial intelligence for the analysis* part. The agency using Pulsar benefits from the advantage of the ability of the ALPR Box to process dozens of pictures per second. It can analyze a substantial amount of data while the vehicle is moving at high speeds or stationary, and even at night.

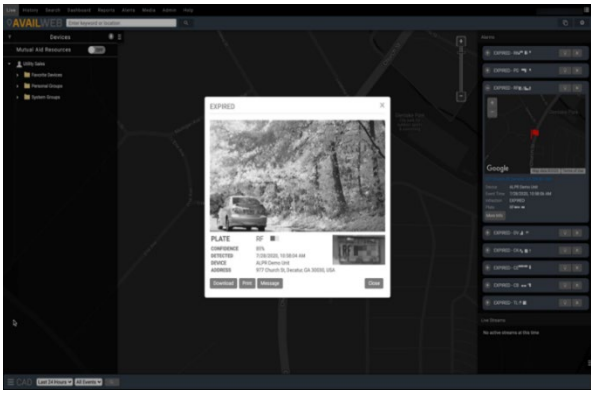
Like typical LPR systems, the Pulsar lookup is similar. Pulsar allows lookups from state and NCIC Federal databases. Pulsar has an additional level of lookup by allowing BOLOs to be sent directly from Polaris into an agency-specific lookup database, immediately. For example, if there is a need for an Amber Alert, and you have the vehicle plate information, you can create a BOLO within Polaris and send it out to be accessed within Polaris from within all vehicles, either from an MDC or Utility's in-car mounted ALPR system. This integration enables every patrol vehicle to be on the lookout for that vehicle tag.

Plate Detection of Hits



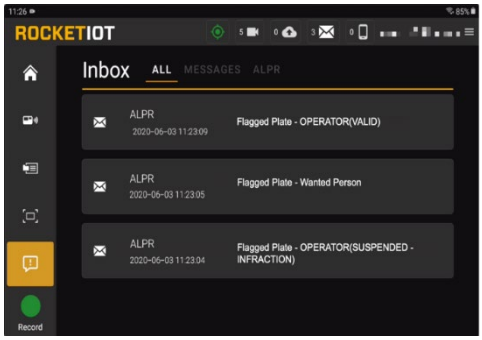
The Polaris platform view below shows actual images from two 'live' views of Pulsar cameras. Both mobile and stationary mounted cameras can be easily adjusted. Whether the camera is stationary mounted, or a mobile in-car camera out on patrol, the data is constantly being collected and entering the system. Captured data paired to NCIC data, and state and local databases that are downloaded directly to the Pulsar box on a daily basis.

The Pulsar box goes through and compares data, so when a hit is obtained, the system shows it. A user can see when it captures a plate. It will capture an image and highlight the plate with a red box. Below is the plate number and how confident it is that it is the correct plate. A hit rated 80% or above is very accurate.



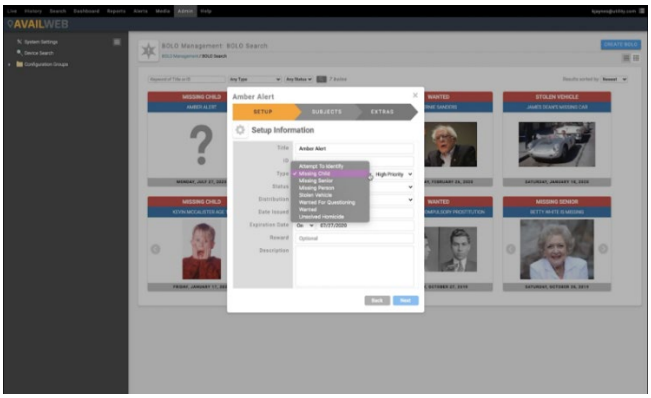
(The plate in the image is redacted since this plate was a real hit).

Rapid Processing and Analysis



Pulsar analyzes and processes rapidly. The Polaris platform view above shows the system finding 3 matches within a matter of seconds. In this instance, Pulsar even caught an NCIC plate. In this list view, you can see that these three hits were processed and recognized with 5 seconds. From the list view above, it can be seen that the hits were happening within 5 seconds.

Alerts



Using Polaris, the system can inject BOLOs. For any BOLOs or local watch sheets that involve a vehicle plate, the system can automatically ingest that information and push it out to the officers using Polaris immediately. For officers accessing Polaris in the field, this can provide more ‘eyes on the street’ looking for that vehicle.

Database and Optional Software

Departments will need access to a current desktop Web Browser and Broadband internet connectivity to use the Polaris digital evidence management service. There is no additional or optional Software or Hardware needed to use the Polaris service.

Pathway to Future Integrations for Better Connectivity

Pulsar allows a pathway for full integration and connectivity, depending upon the optional devices and other optional agency integrations that are desired. Ultimately, Pulsar has the ability to define policies that would allow agencies to integrate and associate the license plate number and the vehicle picture data with the capture of video evidence and collecting that data into a single interface. Other optional integrations can enable more connectivity. For example, when a plate is detected in the system, then actionable decisions can be made. From the cloud, the data would be pulled into Polaris where it would be **displayed on the Dispatcher’s screen in real-time**, with Utility’s devices supporting CAD integration. Taking it one step further, the Department can send the plate alert data to an officer in proximity of where the vehicle was spotted, allowing the agency to have quicker reaction time to critical information, with Utility’s camera devices supporting live video and data communications. In this instance, and officer on patrol in a ‘district’ could have near real-time integration with plate images being captured live by stationary-mount ALPR within the same geographic vicinity, which can enable immediate follow up and more timely pursuit of violations and perceived threats.

Integration with AXON & Other Partners

Our Polaris DEMS platform has the capability of importing or receiving digital video evidence, digital documents and images from other sources. We integrate with ***Evidence.com*** by consuming the data via API.

Utility's previous experience in integrating third party audio, video, and image data and metadata into Polaris includes a completed data migration project which transitioned legacy video data hosted in the Cloud on ***Evidence.com***, into Utility's Polaris video evidence management system. Key aspects included: validating that the customer's legacy videos were classified appropriately before the ingestion of legacy data into Utility's Polaris video evidence management system; and ensuring that the legacy videos had the proper associated retention policies assigned as required by Department guidelines.

Utility will work with Genesee County on any third-party integrations, **including integration with AXON**. Depending upon the characteristics of the video data, the Polaris DEMS platform also has the capability to import civilian captured video. In partnership with the County, Utility will learn the characteristics of the data, and any costs involved. With that information, the County will set priorities regarding data migration, and Utility will migrate the desired data.

Polaris was designed to make it easy to share video with internal personnel and entities external to the County without the need or use of physical or removable storage. Plus, by sharing in this way, logs of all video access are retained within the chain of custody.

Authorized Polaris users may share incidents within Polaris with other authorized Polaris users (internal personnel). The users with whom the incident was shared will receive an email notification and may then log into Polaris and view the incident. All video interaction, including the sharing of the video and the viewing of the video, are logged into the chain of custody.

The County can have external authorized Polaris users – District Attorneys, for example – that you can administer and provide access to shared videos. There is no additional charge for these users, and the County is responsible for administering such access. Also, for external entities that are not authorized Polaris users, such as the media, videos can be shared via a secure, unique, one-time URL that is emailed to that person's provided email address. Then the user may view the video, and all video interaction is logged into the chain of custody.

Response to Scope of Work Requirements

Feature / County Requirement	Utility Associates Response
At a minimum the LPR cameras must possess the following features:	
Ability to analyze license plates, vehicle attributes (color, type, make), and objects (roof racks, bumper stickers, etc.).	Utility meets this requirement. Our PULSAR ALPR solution and cloud-based POLARIS DEMS platform includes cutting-edge Artificial Intelligence (AI) powered vehicle identification and analysis functionality. Using a single snapshot of a vehicle PULSAR can extract the following information: vehicle license plate, issuing state, vehicle make, model, color, and vehicle type.
Capability to save searches based on vehicle descriptions.	Utility meets this requirement. The County will have the capability to save searches based on vehicles descriptions. Within POLARIS, an agency can save searches based on location and vehicle descriptions such as vehicle make, model, color, vehicle type and issuing state.
Capacity to process up to 30,000 vehicles per day.	Utility meets this requirement. PULSAR ALPR can process 30,000 vehicles or more per day.
Solar-powered for sustainability and efficiency.	Utility meets this requirement. The PULSAR ALPR is powered from the solar panels, and Utility provides AC/DC conversion when using shore power. Utility will conduct a site survey of each proposed location to determine the optimum mounting placement of the ALPR cameras and solar to achieve the best possible outcome.
Accompanied software enabling integration with cloud and hardware platforms.	Utility meets this requirement. Utility's PULSAR solution is fully integrated into POLARIS, which is a fully featured digital evidence management system that is cloud-based and hosted on the AWS Gov Cloud, with no requirements for the County to invest in on-premises storage infrastructure. All evidence is stored redundantly and within geographically separated CJIS-compliant cloud environments. This methodology provides 99.999999999% resiliency for County data.
Ability to collaborate with law enforcement and other relevant entities within Genesee County.	Utility meets this requirement. Through POLARIS, an agency can opt-in to sharing their vehicle capture data with other law enforcement and public safety entities. Once an agency opt's-in to sharing vehicle capture data, the agency will be able to query other agencies who have opt'd-in. Utility's POLARIS DEMS platform has the capability of importing or receiving digital video evidence and digital documents and images from other sources. We integrate with Evidence.com by consuming the data via API.
Camera Uses:	
The LPR camera system will serve the following purposes:	
Identification of vehicles based on color, type, objects, and license plates.	Utility meets this requirement. Through POLARIS, all PULSAR data is searchable by using a full or partial license plate, or any combination of the vehicle data such as

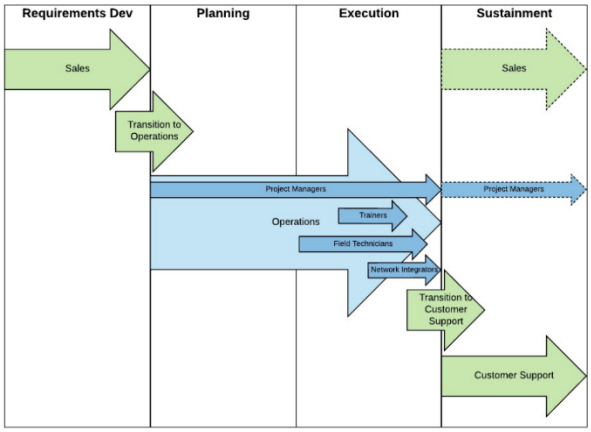
Feature / County Requirement	Utility Associates Response
	issuing state, vehicle make, model, color or type. Searches can also be location and date/time based.
Aid in investigations related to stolen vehicles, narcotic trafficking, abductions, warrant searches, and enforcement in high-crime areas.	Utility meets this requirement. The PULSAR solution is currently integrated with both National and State hotlist providers, and matches every license plate captured against these hotlists. When a potential hotlist match is made an alert is sent to the preconfigured list of recipients and an alert displayed within the POLARIS platform. Utility's technology drives LPR using Artificial Intelligence (AI) at-the-edge, and real-time connectivity to Hot Lists from State, local and Federal data sources. PULSAR ALPR data managed by Utility's POLARIS provides access to: **NCIC** • Criminal Data • Wanted Felons • Stolen vehicles **State** • Expired Plates • Vehicle Holds • Suspended Driver Files • Habitual Traffic Violators **Local** • Be on the Lookout (BOLOs) • Crime Information Bulletin (BIC)

SECTION III: IMPLEMENTATION METHODOLOGY AND WORK PLAN

Implementation Plan and Schedule

Once the purchase order is received, a project charter document will be prepared, which will define scope of work and responsibilities. The "Who, What, Where, When, How, and Why" of the contracted scope of work will be identified. The exact installation/ deployment schedule will be determined during Phase 1: Finalize Project Charter.

Utility's implementation is a step-by-step process from Project Kick-off to the Final Hand-Off, including Implementation, Training for relevant Genesee County staff, Trouble Shooting / Support Escalation and Polaris training. The process is engineered and managed to track delivery, control costs and maintain performance over the term of the implementation.



Initial Step: Sales Handoff to Operations

- Internal kickoff meeting conducted in a standardized checklist agenda format by the Utility's Installation PM who has been assigned deployment responsibility for the County's project.

A Communications Plan captures both meetings held between the Utility operations team and County's ALPR project team, as well as all of the decentralized communications held between Utility and the customer throughout the planning and execution of the deployment.

The Pulsar ALPR implementations guided by this Project Plan and Project Schedule Overview are all-inclusive. They include technical support and assistance devices, networking equipment, video uploading, charging, connectivity, system software and upgrades, and video retrieval software and procedures.

A Deployment Workflow is a feature of our Project Management process, where we define 3 ‘swim lanes’ (Utility, customer, and joint), and show (for each stakeholder) where the deployment process transitions across each stakeholder's lane of responsibility and where stakeholder interdependencies exist throughout the deployment. By publishing the Deployment Workflow, Utility and the County can improve communication, manage expectations, and eliminate unnecessary implementation risks in order to dramatically improve efficiency, cost effectiveness and overall project outcomes.

Quality Control Plan

Utility maintains and manages a Quality Control Plan to manage the flow of the Project Plan and Deliverables to ensure the efficiency and effectiveness of hardware and software ALPR management and storage. Key to tracking delivery, controlling costs, and maintaining performance over the term of the implementation is careful planning.

Project execution, design of a detailed Project Plan in partnership with the County, and our joint experience and knowledge are key to success. Quality Control planning enables the Team to establish and successfully achieve Milestones, to manage Critical Success Factors, to manage and complete Deliverables, and to constantly communicate any assumptions that could affect a successful result.

Milestones for Pulsar ALPR System Installation

- Contract Purchase Order received
- Project Charter with Implementation Schedule published
- Properly configured and activated SIM cards are received
- Pulsar ALPR Installation location determined
- Installation Team Training completed, if required
- Installation Completed and signed off on
- Implementation Kickoff
- Weekly Installation Status Reports published
- Final Install completed
- Implementation Location Closeout completed

Critical Success Factors for Pulsar ALPR System Installation

- Project Charter published
- SIM cards are delivered on schedule, are activated, and have been properly provisioned by the cellular carrier
- Installation Procedures and Checklist are provided
- Installation Team has appropriate installation skills
- Installation Team is trained in approved Installation Procedures
- Installation locations are provided power (if required)
- Devices are delivered to the Installation Location(s) on schedule
- Installation and Acceptance Test Procedures are followed

Assumptions for Pulsar ALPR System Installation

- The County provides assistance with interagency approvals, as needed, for infrastructure integrations not on County property, within the allotted time.
- If required, provide a Michigan Department of Transportation (MDOT) point of contact for pole issues
- Installation crews have access to site areas necessary to perform installs.

Configuration Management

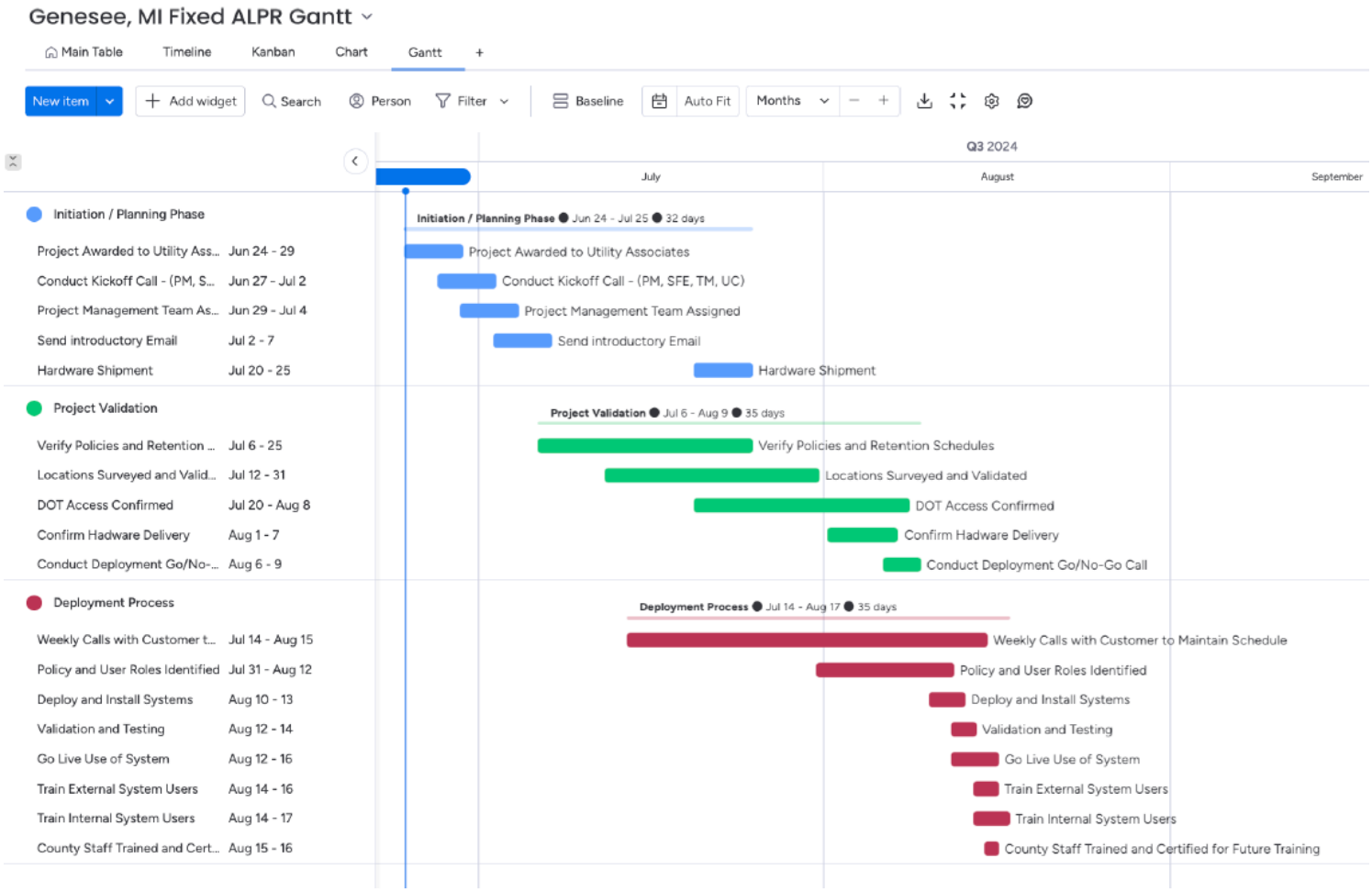
During the initial deployment, the Utility implementation team works with the County's IT staff to set up the initial configurations of the ALPR cameras and Polaris, with roles assigned by the County's system administrators through Polaris. Thereafter, Polaris automatically downloads any new configuration updates upon start-up, and every five (5) hours starting at GMT midnight. This process occurs behind-the-scenes, without the need for user interaction by officers or County IT personnel. As such, there is minimal configuration management needed after the initial configurations have been assigned.

The Pulsar ALPR installation planning schedule is dependent upon the County's recording policy being in-place, availability of officers, and defined, designated locations for training and implementation. Typically, the installation schedule of Pulsar ALPR units is dependent upon the availability of permitting entities to grant approvals as needed, Utility on-location installers for site adapt and Pulsar ALPR upfit, availability of service area for install, and lack of severe weather site conditions. The actual rate of installation (completion of configuration, integration, testing, and final system acceptance) is based upon training and Department implementation schedules. The installation schedule of

any Smart Waypoints™ is dependent upon the availability of the building for install, and availability of Genesee County building officials.

Project Schedule

If awarded, we will work with the County to complete the deployment of our Pulsar ALPR solution (fixed ALPR and Polaris digital evidence management) for the Department **within sixty (60) days**. See below for a sample schedule and timeline provided in Gantt chart format.



We assume contract award June 24-29, 2024, with planning and training throughout July, and, subject to stock and product availability, full deployment completed by mid-August 2024. (*Note: This estimated timeline is assuming Utility will be able to mount to the County's MDOT accessible poles. The final timeline could differ slightly.)*

Utility's comprehensive deployment includes all technical support and assistance devices, networking equipment, video uploading, charging, connectivity, system software and upgrades, and video retrieval software and procedures. The actual rate of installation (completion of configuration, integration, testing, and final system acceptance) is based upon training availability of County officials and Genesee County's desired final implementation schedules.

Template for Training

This course is designed to prepare officers in the proper use of Utility's Pulsar ALPR and the Polaris Evidence Management System. During the course of instruction, officers will receive hands-on training using these products and will complete several tasks showing sufficient proficiency on all topics discussed. A follow-up training can occur remotely when/if needed. Training is on-site, in-person, online and interactive.

Course Objective: As a result of this session, participants should be able to perform the following tasks:

- Manage Pulsar ALPR device evidence
- Manage Polaris media evidence
- List all recording prompts and policies

Course Delivery Method: Delivery method for this process will be a training PowerPoint.

Reference Guides include:

- Utility Pulsar ALPR user guide and training videos
- Utility Topology video
- Pulsar ALPR

Customer Service and Ongoing Support

Utility understands the technical and logistics requirements of this installation project and will deliver an extraordinarily high degree of customer service and support to the County. Utility has business managers, field engineers and trainers readily available near Genesee County to support questions or issues, and Utility Support is available, 24/7/365 for whatever support related technical questions may not be serviceable by internal means. Utility provides on-site technical service, within 48 to 72 hours, at no additional cost, technical service required to address support issues that cannot be resolved via phone.

When a client raises a support issue with Utility as the supplier, Utility will respond in a timely fashion. Utility provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by Utility personnel before they become an impact to the performance of the service.

For support provided to the customer directly, Utility has a tiered support response that will escalate the level of support depending on the situation. Tier 1 would be on-site support by County staff after they have been trained by Utility, which will alleviate most day-to-day issues that may arise. Problems beyond Tier 1 scope will be escalated to Tier 2 and from there to Tier 3, which is onsite technical support from a Utility field engineer. While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

Utility will always endeavor to resolve problems as swiftly as possible and in all cases, Utility will provide frequent progress reports to the County. Utility recognizes that your automated license plate reader system is key to daily functions and must be functional in the field, and although Utility is unable to provide *guaranteed* resolution times, we will always make the best effort to resolve problems as quickly as possible.

Maintenance Plan

At its core, Utility's methodology is the **"Voice of the Customer."** Our company culture is founded on listening to customer needs and responding with the highest level of service. As a flexible, agile organization, Utility is able to do quickly and directly what larger bureaucratic organizations often cannot or will not – we perform and respond immediately.

Utility implements enhancements in a separate test environment and puts the entire system through rigorous testing. Once that testing is complete, Utility implements the new version in the production system and thoroughly tests the system again. Once all testing is complete, Utility makes the new version available to customers based on each customer's preference. Any customer can opt to receive automatic version updates or to receive updates in a controlled manner. This can include updating a limited number of devices for the customer to satisfy their own testing, updating all devices, or even opting not to update any devices at all.

Utility will keep the County informed of upcoming software changes that may impact the features and functionality of our devices. Documentation will be sent to the County to notify of the pending upgrade. In any instance where re-training will be required, we will ensure that a training session occurs before the change is pushed to the end users.

Warranties

Utility warranties are in full effect for the term during a current paid annual subscription. Hardware failure outside of malicious intent is fully covered free of charge by Utility. Utility provides 24/7/365 phone-based technical support for the 5% of technical questions not serviceable by internal means. This includes a call back within one hour of any outage notification. Within 48 to 72 hours, Utility provides on-site services to address support issues that cannot be resolved via phone. For full details on Utility's warranties, see Appendix document, **Discussion of Warranties, Agreements, Terms and Conditions**.

Genesee County, AL
Genesee County Purchasing Department
1101 Beach Street, Room 361
Flint, MI 48502

June 25, 2024

Subject: Statement of Exception – ITB #24-387 for License Plate Reader Cameras

Having examined the referenced Invitation to Bid (ITB) including Section 2 Standard Terms and Conditions and Section 3 Additional Terms and Conditions, Utility hereby declares the following:

- We understand the nature and extent of the Services required to be delivered as described in the Project Information & Scope of Work, and
- Utility Associates, Inc. has no objections and accepts all standard terms and conditions for the Genesee County project.

SIGNED:

(Authorized Representative)
Michael J. Nark, President, and Chief Executive Officer
mnark@utility.com / 404-816-0300 office

Michigan State Police Emergency Management and Homeland Security Division	Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTINGS NUMBER
District Health Department #2	Fiscal Year 2022 Homeland Security Grant Program	97.067
SUBRECIPIENT IRS/VENDOR NUMBER	**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)**	**FEDERAL AWARD DATE**
38-1911267	EMW-2022-SS-00031-S01	9/2/2022
SUBRECIPIENT UEI	**SUBAWARD PERFORMANCE PERIOD** FROM	TO
NBUPML1KFH21	09/01/2022	05/31/2025
RESEARCH & DEVELOPMENT	**Funding**	**Total**
N/A	Federal Funds Obligated by this Action	$772,477
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	$772,477
None on file	Total Amount of Federal Award	$772,477

FEDERAL AWARD PROJECT DESCRIPTION

Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP)

DETAILS

Funding requirements are found on page 2 (Section III) of the grant agreement.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
FEMA-GPD 400 C Street SW 3rd floor Washington, DC 20472-3645	Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan
Fiscal Year 2022 Homeland Security Grant Program
Grant Agreement

September 1, 2022 to May 31, 2025

Assistance Listings Number: 97.067
Grant Number: EMW-2022-SS-00031-S01

This Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

DISTRICT HEALTH DEPARTMENT #2
(hereinafter called the Subrecipient)

I. Purpose

The FY 2022 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2022 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2022 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual, both located at http://www.fema.gov/homeland-security-grant-program, align with Michigan's FY 2022 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

II. Statutory Authority

Funding for the FY 2022 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2022 (Pub. L. No. 117-103).*

The Subrecipient agrees to comply with all FY 2022 HSGP program requirements in accordance with the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at https://www.dhs.gov/sites/default/files/202201/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf, the FY 2022 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2022 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

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

1. 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, select Title 2.

2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements.

III. Award Amount and Restrictions

A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **$772,477** under the FY 2022 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.

B. The FY 2022 HSGP covers eligible costs from September 1, 2022, to May 31, 2025.

C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.

D. At least **$231,744** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at http://www.fema.gov/national-planning-frameworks. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2022 HSGP.

E. The FY 2022 HSGP includes six national priority areas. A minimum of 30% of the total allocation, or at least **$231,744**, must be allocated between the six following national priority areas:
   1) Enhancing the protection of soft targets/crowded places;
   2) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
   3) Combating domestic violent extremism;
   4) Enhancing community preparedness and resilience;

5) Election Security;
6) Cybersecurity.

The priority areas of enhancing the protection of soft targets/crowded places, enhancing information and intelligence sharing and cooperation with federal agencies, combating domestic violent extremism, and enhancing community preparedness and resilience, must each be funded at a minimum of **$23,175**, or 3% of the award amount. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2022 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual http://www.fema.gov/homeland-security-grant-program.

F. A maximum of **$386,238** of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291.

G. A maximum of five percent (5%) of awarded funds, **$38,623,** may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2022 Homeland Security Grant Program Notice of Funding Opportunity,* and the *FEMA Preparedness Grants Manual* located at http://www.fema.gov/homeland-security-grant-program.

H. The Subrecipient may only fund projects which directly support one of the FY 2022 HSGP investments. To assist Subrecipients, the Recipient has developed the *FY 2022 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2022 SHSP investment justification.

I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.

J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

K. A portion of FY 2022 SHSP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.

L. In the event that the Department of Homeland Security (DHS) determines changes are necessary to the award document after an award has been made, including but not limited to changes to the 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. Refer to the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program for a detailed list of allowable costs and program activities under this grant.

C. The subrecipient shall not use FY 2022 HSGP 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. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2022 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at http://www.ecfr.gov.

2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.

3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2022 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.

4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.govlor by mail to P.O. Box 30634, Lansing, Michigan 48909. The physical

inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsd or by emailing EMD_HSGP@michigan.gov.

5. If the Subrecipient purchases equipment for a local governmental unit with FY 2022 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.

7. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:

   a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   b. 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.
   c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
   d. Non-federal organizations which expend $750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.
   e. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.

9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at http://www.fema.gov/national-incident-management-system.

10. 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 13347.

11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's

environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at https://www.sam.gov.

13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

14. Maintain a valid Unique Entity Identifier (UEI) through SAM.gov at all times during the performance period of this grant.

15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing 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/sites/default/files/2022-01/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf.

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

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at http://www.michigan.gov/emhsd. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of $10,000 or more. All of the following requirements must be met when requesting advanced funds:

A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
B. The Subrecipient must place advanced funds in an interest-bearing account.
C. The Subrecipient may retain interest up to $500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over $500.
E. The Subrecipient must remit any interest earned over $500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Grants and Financial Management Section, P.O. Box 30634, Lansing, Michigan, 48909.
F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued 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 his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her 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 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 September 1, 2022, to May 31, 2025. 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. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

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 his/her/its 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 follow grant agreement requirements or special conditions.
D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other report or document.
G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

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 (FOIA)

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 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 his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

District Health Department No 2 Subrecipient Name	NBUPML1HFH21 Subrecipient's UEI
Denise M. Bryan, MPA Printed Name	Health Officer Title
Denise M. Bryan Signature	11-17-2022 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	September 26, 2022 Date

For the Regional Board
The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the **District Health Department #2** to act as the Fiduciary Agent on behalf of the regional board for the FY 2022 HSGP.

Randy Miller Printed Name	Regional Board Chair Title
 Signature	11-22-22 Date

Michigan State Police

Emergency Management and Homeland Security Division

Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTINGS NUMBER
District Health Department #2	Fiscal Year 2023 Homeland Security Grant Program	97.067
SUBRECIPIENT IRS/VENDOR NUMBER	**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)**	**FEDERAL AWARD DATE**
38-1911267	EMW-2023-SS-00022-S01	9/11/2023
SUBRECIPIENT UEI	**SUBAWARD PERFORMANCE PERIOD** FROM 09/01/2023 TO 05/31/2023	
NBUPML1KFH21	**SUBAWARD Budget PERIOD** 09/01/2023 05/31/2026	
RESEARCH & DEVELOPMENT	**Funding**	**Total**
N/A	Federal Funds Obligated by this Action	$772,477
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	$772,477
None on file	Total Amount of Federal Award	$772,477

FEDERAL AWARD PROJECT DESCRIPTION

Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP)

DETAILS

Funding requirements are found on page 2 (Section III) of the grant agreement.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
FEMA-GPD 400 C Street SW 3rd floor Washington, DC 20472-3645	Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan
Fiscal Year 2023 Homeland Security Grant Program
Grant Agreement

September 1, 2023 to May 31, 2026

Assistance Listings Number: 97.067
Grant Number: EMW-2023-SS-00022-S01

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

DISTRICT HEALTH DEPARTMENT #2
(hereinafter called the Subrecipient)

I. Purpose

The FY 2023 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2023 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2023 HSGP Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency(FEMA) Preparedness Grants Manual, both located at http://www.fema.gov/homeland-security-grant-program, align with Michigan's FY 2023 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

II. Statutory Authority

Funding for the FY 2023 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2023 (Pub. L. No. 117-328).*

The Subrecipient agrees to comply with all FY 2023 HSGP program requirements in accordance with the FY 2023 HSGP NOFO and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, the FY 2023 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2023 HSGP Michigan Supplemental Guidance provided electronically by the MSP/EMHSD.

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

1. 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, select Title 2.

2. The FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **$772,477** under the FY 2023 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.

B. The FY 2023 HSGP covers eligible costs from September 1, 2023, to May 31, 2026.

C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.

D. At least **$270,367** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at National Planning Frameworks | FEMA.gov. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2023 HSGP.

E. The FY 2023 HSGP includes the following six national priority areas. A minimum of 30% of the total allocation, or at least **$231,744**, must be allocated between the six following national priority areas:
   1) Enhancing the protection of soft targets/crowded places;
   2) Enhancing information and intelligence sharing and analysis;
   3) Combating domestic violent extremism;
   4) Enhancing community preparedness and resilience;
   5) Election Security;
   6) Cybersecurity.

The priority areas of enhancing the protection of soft targets/crowded places, enhancing information and intelligence sharing and analysis, combating domestic violent extremism, enhancing community preparedness and resilience, and enhancing election security must each be funded at a minimum of **$23,175**, or 3% of the award amount, for a total of 15%. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2023 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual http://www.fema.gov/homeland-security-grant-program.

F. A maximum of **$386,238** of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291

G. A maximum of five percent (5%) of awarded funds, **$38,623**, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2023 HSGP NOFO* and the *FEMA Preparedness Grants Manual* located at http://www.fema.gov/homeland-security-grant-program.

H. The Subrecipient may only fund projects which directly support one of the FY 2023 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2023 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2023 SHSP investment justification

I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient

J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

K. A portion of FY 2023 SHSP funds should be allocated toward sustainment of the Regional Response Team Network and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.

L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the 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. Refer to the FY 2023 HSGP NOFO and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program for a detailed list of allowable costs and program activities under this grant.

C. The subrecipient shall not use FY 2023 HSGP 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. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at http://www.ecfr.gov.

2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.

3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2023 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.

4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the **Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit, by email to msp-emhsd-audit@michigan.gov or by mail to: PO Box 30634, Lansing, Michigan 48909**. The physical inventory must be submitted to the Audit Unit by July 31, of the same year the inventory is completed. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsd or by emailing EMD_HSGP@michigan.gov.

5. If the Subrecipient purchases equipment for a local governmental unit with FY 2023 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local

governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.

7. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:

   a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   b. 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.
   c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for at least three years after their disposition.
   d. Non-federal organizations which expend $750,000 or more in any federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1996, and 2 C.F.R., Part 200.
   e. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.

9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. The NIMS information is available at http://www.fema.gov/national-incident-management-system. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.

10. 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 (E.O.) 13347.

11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval.

    Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at https://www.sam.gov.

13. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005.

14. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

15. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.

16. The Subrecipient must acknowledge and agree to comply with applicable provisions governing 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 DHS Standard Terms and Conditions | Homeland Security, specifically in the DHS General Acknowledgements and Assurances on page 1.

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

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at http://www.michigan.gov/emhsd. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

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A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
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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.

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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.

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This grant agreement is in full force and effect from September 1, 2023 to May 31, 2026. 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. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

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/its 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 follow grant agreement requirements or special conditions.
D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other report or document.
G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

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 (FOIA)

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

District Health Department No. 2
Subrecipient Name

NPUPNLJKFH21
Subrecipient's UEI Number

Denise M. Bryan, MPA
Printed Name

Administrative Health Officer
Title

Denise M. Bryan
Signature

November 2, 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

10/19/2023
Date

For the Regional Board
The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the **District Health Department #2** to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP

Randy Miller
Printed Name

Regional Board Chair
Title

Signature

11-15-23
Date

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease)
2830-426.00-504.000		38,900.00
2830-426.00-801.000		38,900.00

DESCRIPTION:

GL #	DESCRIPTION	Increase/(Decrease
2830-426.00-504.000		38,900.00
2830-426.00-801.000		38,900.00

)

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-629 **Agenda Date:** 11/13/2024 **Agenda #:** 2.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of a grant award from the C.S. Mott Foundation in the amount of $1,180,687.00, to provide for the Genesee County Sheriff's Office police patrol and investigative services within a ten (10) square mile within the City of Flint; the term of this grant is from June 1, 2024 through May 31, 2025

BOARD ACTION REQUESTED:

Approval of a grant award from the C.S. Mott Foundation in the amount of $1,180,687.00.

BACKGROUND:

There continues to be need for increased public safety resources within the City of Flint. Flint, our county seat, consistently ranks among the most violent cities in America. Due to dwindling resources, the Flint Police Department has been forced to take a mostly reactive posture related to crime. There are limited resources to target crime hot spots in a proactive manner. In June of 2022, the Genesee County Sheriff, in collaboration with the Mott Foundation, began a targeted crime enforcement initiative in the central business district and surrounding college campuses. This pilot grant program targeted an area defined as Robert T. Longway on the north, Dort Hwy. on the east, Dupont St. on the west and I-69 on the south. Since then, this targeted area has increased to cover the GM plants on VanSlyke and McLaren Hospital. This area is now approximately 10 sq. miles. This enforcement initiative allowed the Flint Police Department to redeploy to areas outside of the central business district and college campus areas and focus on crimes that are negatively impacting neighborhoods. During the initial grant period the Genesee County Sheriff's Office average response time was 4.2 minutes. The Sheriff's Office has responded to over 4,300 police calls, conducted 2,200 business checks, and 1,300 neighborhood checks. The Genesee County Sheriff Office also conducted 419 felony arrests and 1275 misdemeanor arrest. This program has been ultra successful, and C.S. Mott Foundation has requested this partnership continue for an additional year.

DISCUSSION:

The grant from the Mott Foundation does require a matching amount of $350,000.00 which will be paid from ARPA funding. $100,000.000 has already been approved through RESO #2024-151.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no increase to our general fund budget. Program will only last as long as there are grant funds available. A budget amendment is attached.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This grant conforms to the County priorities by assisting the Sheriff's Office making a safer community.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize accepting a grant from the Charles Stuart Mott Foundation to Genesee County, in the amount of $1,180,687.00, to provide for police patrol and investigative services within a 10-square-mile area within the City of Flint, said grant award requiring a match in the amount of $350,000.00 to be funded with ARPA funds, and to further authorize entering into a grant agreement to provide the services for the period commencing June 1, 2024, through May 31, 2025, is approved, (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

CHARLES STEWART
MOTT FOUNDATION

June 6, 2024

The Honorable James Avery
Chair, Genesee County Board of Commissioners
Genesee County Administration Building
1101 Beach Street, Room 312
Flint, MI 48502-1475

Project: Public Safety Support
(Grant No. 2024-13345)

Dear Commissioner Avery:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of $1,180,687 to Genesee County for the above-referenced project for the period June 1, 2024, through May 31, 2025.

Grant Payments

This grant will be paid upon receipt of your acceptance.

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.

2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.

3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.

4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.

5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Acree, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at https://mott.fluxx.io. The grant's primary project contact, Christopher R. Swanson, can login at https://mott.fluxx.io with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted April 26, 2024.

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the "Reports" section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

Expenditures may not exceed the approved budget amount for the following line item:

- Governmental Service Fee (CSA).

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a "conditional contribution" described under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following reports to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Interim Report	October 31, 2024	December 1, 2024
Final Report	May 31, 2025	July 1, 2025

The report must include the following parts, which must be submitted together:

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:

   - Data on crime trends within the defined area.
   - Description of proactive strategies to address crime hot spots and/or trends.
   - Community policing tactics deployed to work with residents to reduce crime.
   - Description of cooperation with other law enforcement agencies to reduce crime in the defined area.
   - Report on progress seeking additional support for the Operation Arrowhead plan.

2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars ($1,000) and ten percent (10%) of the budgeted line item amount.

   Your organization must report against the approved budget of $1,530,687 submitted on April 26, 2024 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation's Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at https://mott.fluxx.io with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than $100 will be waived.

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

Mary A. Gailbreath
Vice President-Administration and Secretary/Treasurer

MAG:jap

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: Genesee County _____

Printed Name of Authorized Signer: _____

Authorized Signature: _____
(This must be an original signature of an authorized representative of the organization.)

Title: _____

Date Signed: _____

Operation Arrowhead
June 1st 2024- May 31st 2025

Account Name	Budget
Salary Permanent	626,362
Salary Overtime	155,000
Salary Premium	72,050
Longevity	19,188
SALARIES Total	872,600
Social Security	64,318
Medical Insurance	136,130
Optical Insurance	890
Dental Insurance	8,470
Life Health Insurance	7,428
Retirement	84,083
Workers Compensation	12,612
Unemployment	1,680
Post-Retirement Benefits	136,656
FRINGES Total	452,267
Training	6,000
Supplies	38,000
Laundry Robes Uniforms	1,500
Vehicles & Fuel	321,270
Governmental Service Fee (CSA)	17,000
OTHER NON-PERSNL EXP. Total	383,770
EXPENSE Total	1,708,637

Employee Name	WAGES	OVERTIME	PREMIUM	LONGEVITY	FICA	HEALTH INS
TBD	72,656.00			7,266.00	6,114.00	19,921.00
Hunt, Justin	72,656.00			2,906.00	5,780.00	19,921.00
Smith, Deon	67,087.00			948.00	5,204.00	19,921.00
Sturza, Austin	59,474.00			-	4,549.00	7,305.00
Lakey, Emily	62,714.00			2,484.00	4,942.00	19,921.00
Pearson, Travis	56,529.00			-	4,324.00	7,305.00
Deputy 1	59,474.00			-	4,549.00	7,305.00
Deputy 2	62,714.00			2,484.00	4,942.00	19,921.00
Deputy 3	56,529.00			-	4,324.00	7,305.00
Deputy 4	56,529.00			-	4,324.00	7,305.00
OVERTIME	-	155,000.00	-	3,100.00	9,753.75	
SHIFT PREMIUM 9%	-	-	72,049.50	-	5,511.79	
	626,362.00	155,000.00	72,049.50	19,188.00	64,317.54	136,130.00

OPTICAL	DENTAL	LIFE/DISABILITY	RETIREMENT	WC	UNEMPLOYMENT	PRB
130.00	847.00	852.00	7,993.00	1,199.00	160.00	19,981.00
130.00	847.00	852.00	7,557.00	1,133.00	151.00	18,890.00
130.00	847.00	852.00	6,803.00	1,021.00	135.00	2,600.00
48.00	847.00	696.00	5,948.00	892.00	119.00	2,600.00
130.00	847.00	696.00	6,460.00	969.00	129.00	16,149.00
48.00	847.00	696.00	5,653.00	848.00	113.00	2,600.00
48.00	847.00	696.00	5,948.00	892.00	119.00	2,600.00
130.00	847.00	696.00	6,460.00	969.00	129.00	16,149.00
48.00	847.00	696.00	5,653.00	848.00	113.00	2,600.00
48.00	847.00	696.00	5,653.00	848.00	113.00	2,600.00
			12,750.00	1,912.50	255.00	31,875.00
			7,204.95	1,080.74	144.10	18,012.38
890.00	8,470.00	7,428.00	84,082.95	#######	1,680.10	136,656.38

TOTAL	Position Name	NOTES
137,119.00	SERGEANT	
130,823.00	SERGEANT	May 25th
105,548.00	SERGEANT	Sept 8th
82,478.00	POLICE DEPUTY	April 10th
115,441.00	POLICE DEPUTY	May 3rd
78,963.00	POLICE DEPUTY	Feb 6th
82,478.00	POLICE DEPUTY	
115,441.00	POLICE DEPUTY	
78,963.00	POLICE DEPUTY	
78,963.00	POLICE DEPUTY	
214,646.25	OT	
104,003.45	SHIFT PREMIUM	
1,324,866.70		

DESCRIPTION: Arrowhead FY 25 Budget

GL #	DESCRIPTION	Increase/(Decrease)
2861-315.00-674.029	LOCAL CONTRIBUTION	828,897.00
2861-315.00-702.000	SALARIES & WAGES	365,633.00
2861-315.00-709.000	SOCIAL SECURITY	30,658.00
2861-315.00-713.000	OVERTIME	22,719.00
2861-315.00-714.000	LONGEVITY	10,716.00
2861-315.00-718.000	MEDICAL INSURANCE	79,582.00
2861-315.00-723.000	POST-RETIREMENT BENEFIT	50,813.00
2861-315.00-725.000	OPTICAL INSURANCE	664.00
2861-315.00-726.000	DENTAL INSURANCE	4,639.00
2861-315.00-727.000	LIFE HEALTH INSURANCE	3,352.00
2861-315.00-728.000	RETIREMENT	109,646.00
2861-315.00-729.000	WORKERS COMPENSATION	6,522.00
2861-315.00-730.000	UNEMPLOYMENT	844.00
2861-315.00-752.000	SUPPLIES OTHER	35,557.00
2861-315.00-768.001	LAUNDRY ROBES UNIFORMS	2,721.00
2861-315.00-910.005	TRAINING EMPLOYEES	11,120.00
2861-315.00-957.005	MOTOR POOL CHARGES	76,773.00
2861-640.02-504.000	FEDERAL PARTICIPATION	185,857.00
2861-640.02-702.000	SALARIES & WAGES	102,143.00
2861-640.02-709.000	SOCIAL SECURITY	8,109.00
2861-640.02-713.000	OVERTIME	25.00
2861-640.02-714.000	LONGEVITY	2,936.00
2861-640.02-718.000	MEDICAL INSURANCE	24,142.00
2861-640.02-723.000	POST-RETIREMENT BENEFIT	14,403.00
2861-640.02-725.000	OPTICAL INSURANCE	203.00
2861-640.02-726.000	DENTAL INSURANCE	1,363.00
2861-640.02-727.000	LIFE HEALTH INSURANCE	997.00
2861-640.02-728.000	RETIREMENT	29,447.00
2861-640.02-729.000	WORKERS COMPENSATION	1,855.00
2861-640.02-730.000	UNEMPLOYMENT	234.00

DESCRIPTION: Arrowhead FY 25 Budget

GL #	DESCRIPTION	Increase/(Decrease)
2861-315.00-674.029	LOCAL CONTRIBUTION	828,897.00
2861-315.00-702.000	SALARIES & WAGES	365,633.00
2861-315.00-709.000	SOCIAL SECURITY	30,658.00
2861-315.00-713.000	OVERTIME	22,719.00
2861-315.00-714.000	LONGEVITY	10,716.00
2861-315.00-718.000	MEDICAL INSURANCE	79,582.00
2861-315.00-723.000	POST-RETIREMENT BENEFIT	50,813.00
2861-315.00-725.000	OPTICAL INSURANCE	664.00
2861-315.00-726.000	DENTAL INSURANCE	4,639.00
2861-315.00-727.000	LIFE HEALTH INSURANCE	3,352.00
2861-315.00-728.000	RETIREMENT	109,646.00
2861-315.00-729.000	WORKERS COMPENSATION	6,522.00
2861-315.00-730.000	UNEMPLOYMENT	844.00
2861-315.00-752.000	SUPPLIES OTHER	35,557.00
2861-315.00-768.001	LAUNDRY ROBES UNIFORMS	2,721.00
2861-315.00-910.005	TRAINING EMPLOYEES	11,120.00
2861-315.00-957.005	MOTOR POOL CHARGES	76,773.00
2861-640.02-504.000	FEDERAL PARTICIPATION	185,857.00
2861-640.02-702.000	SALARIES & WAGES	102,143.00
2861-640.02-709.000	SOCIAL SECURITY	8,109.00
2861-640.02-713.000	OVERTIME	25.00
2861-640.02-714.000	LONGEVITY	2,936.00
2861-640.02-718.000	MEDICAL INSURANCE	24,142.00
2861-640.02-723.000	POST-RETIREMENT BENEFIT	14,403.00
2861-640.02-725.000	OPTICAL INSURANCE	203.00
2861-640.02-726.000	DENTAL INSURANCE	1,363.00
2861-640.02-727.000	LIFE HEALTH INSURANCE	997.00
2861-640.02-728.000	RETIREMENT	29,447.00
2861-640.02-729.000	WORKERS COMPENSATION	1,855.00
2861-640.02-730.000	UNEMPLOYMENT	234.00

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1219 **Agenda Date:** 11/13/2024 **Agenda #:** 3.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract between Genesee County and the Child Advocacy Team (CAT), in the amount of $638,420.00, to provide legal services for children who are the subject of child protective and delinquency petitions; the term of this contract is from October 1, 2024, to September 30, 2025; the cost of this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

BOARD ACTION REQUESTED:

Approval of a FY25 contract between Genesee County and the Child Advocacy Team (CAT) in the amount of $638,420.00 to provide legal services for children who are the subject of child protective and delinquency petitions; the term is from October 1, 2024, to September 30, 2025; the cost will be paid from accounts 1010-662.00-818.003 ($635,420.00) and 2915-662.00-801.004 ($3,000.00).

BACKGROUND:

RFP #21-246 LEGAL SERVICES FOR CHILDREN was issued in April 2021. The Child Advocacy Team was the successful bidder, and the County entered an original contract that provided the option to extend the Contract for up to three (3) additional one-year terms.

DISCUSSION:

The Family Division of the 7th Judicial Circuit Court for Genesee County is authorized to appoint legal counsel to represent minor children in court proceedings related to child protective or delinquency proceedings. The scope of work includes representation of minor children in child protective proceedings, to include termination of parental rights proceedings. It also includes representation of minor children in delinquency proceedings, except for those instances when the juvenile is charged with a serious felony and prosecuted as an adult. The services include representation at preliminary hearings, through final disposition and review.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract between Genesee County and the Child Advocacy Team (CAT) is $638,420 to provide legal services for children who are the subject of child protective and delinquency petitions; the term is from October 1, 2024, to September 30, 2025; the cost will be paid from accounts 1010-662.00-818.003 ($635,420.00) and 2915-662.00-801.004 ($3,000.00).

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

IMPACT ON INDIRECT COSTS:

None.

CONFORMITY TO COUNTY PRIORITIES:

The County has identified a major priority as administering services as an arm of the state and maintaining the courts is one example. The 7th Judicial Circuit Court works closely with the County Board of Commissioners to establish an operating budget to administer justice effectively and efficiently in Genesee County.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Family Division Administrator to authorize entering into a contract between Genesee County and the Child Advocacy Team, whereby the Child Advocacy Team will provide legal services for children for the term commencing October 1, 2024, through September 30, 2025, at a cost not to exceed $638,420.00 to be paid from accounts 1010-662.00-818.003 ($635,420.00) and 2915-662.00-801.004 ($3,000.00), is approved (a copy of memorandum request and supporting documentation being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and the Child Advocacy Team (CAT), a 501(c)(3), non-profit organization, whose principal business address is located at 1023 Church Street, Flint, Michigan 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Flat Fee. The Contractor shall be paid a flat fee of $635,420.00 for the performance of the Services. Payment shall be made to the contractor(s) set at an annual rate, to be paid proportionately monthly. The Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

The County will reimburse the Contractor for approved expenses incurred for attending child protective proceeding training. The total amount paid to the Contractor shall not exceed $3,000. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such

necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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 identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq*., known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal

grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_____ per occurrence and a $__2,000,000_____ aggregate limit.-. The policy shall name Genesee

County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal

or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CHILD ADVOCACY TEAM	COUNTY OF GENESEE
By:_____	By:_____
Terina Carte	James Avery, Chairperson
Co-Managing Attorney	Board of County Commissioners
Date:_____	Date:_____

EXHIBIT A
Description of the Services

The Family Division of the 7th Judicial Circuit Court is required to appoint legal counsel to represent minor children in juvenile proceedings, to include child protective and delinquency petitions. There are four (4) judges and two (2) full-time attorney referees in the Family Division.

In child protective proceedings, the scope of work for legal services begins at a preliminary hearing and continues through disposition and review(s). Appeals are also included in the scope of work, subject to the legal determination of CAT as to the filing or response in individual instances.

In delinquency proceedings, legal representation will be provided for juvenile ages 10-17 and legal representation begins at the preliminary hearing and continues through case closure.

Legal representation of a juvenile charged with a serious felony, being prosecuted as an adult, is not included in the scope of work.

In the event there is a conflict of interest which precludes CAT from providing legal representation, in a child protective proceeding, the first option is for the managing attorneys of the parent representation contracts to be contacted. The purpose of the contact is to determine if counsel can be provided to represent the minor without creating an additional conflict of interest. If further conflict is unavoidable, the court is responsible for payment of alternate counsel.

If there is a conflict of interest which precludes CAT from providing legal representation in a delinquency proceeding, independent counsel will be appointed, and the court will be responsible for payment.

Other legal services are required on an infrequent basis. The services include appointment as guardian ad litem (GAL) in the following: (1) state ward as a proposed adoptee in adoption proceedings (2) minor at post termination review (PTR) hearing (3) parental waiver hearings and (4) a designation hearing on a delinquency petition.

Legal representation at any specialty courts or special dockets will be as the Parties agree.

CAT will provide representation for minor children in the Family Drug Court. Compensation and services are not included in this contract. Reference is included only to memorialize the operational plan for minor representation.

The court will not routinely schedule referee review hearings at the same time as juvenile trials. In compelling circumstances, the court reserves the right to depart from this schedule.

One attorney will be assigned to each of the family division judges. The staff attorney members of the Child Advocacy Team are Terina Carte, Karen Bunker, Teresa Holifield, Shayla Blankenship, and Marcia Stipes.

The court recognizes that occasional substitute counsel may be required to appear to perform the scope of work. The court expressly retains the right to approve, in advance, any attorney who may be retained to provide additional legal services under this provision.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: BEN NOYCE
FARM BUREAU INSURANCE OF MICHIGAN 501 W FLINT ST STE A DAVISON MI 48423	PHONE (A/C, No, Ext): (810) 653-8508 FAX (A/C, No): (810) 653-8973 E-MAIL ADDRESS: 4509staff@fbinsmi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FARM BUREAU INSURANCE OF MICHIGAN	21547
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT, MI 48502
tcarte@childadvocacyteam.hyperoffice.us

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	N	BO-11274830	03/26/2024	03/26/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WCC-3285949	03/26/2024	03/26/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER is an Additional Insured. BO-11274830 policy provides coverage for HIRED and NON-OWNED Auto's. Coverage extended to the scheduled additional insured, as afforded in the Comprehensive General Liability coverage, is provided on a primary, noncontributory, or excess basis only as defined in the policy language. Coverage afforded in the Comprehensive General Liability coverage is provided for a contractual hold harmless and indemnity clause, only as defined in the policy language. The Comprehensive General Liability coverage includes contractual liability only as provided in policy language. Written notice of cancellation provided at least 10 days before the date of cancellation if we cancel for non-payment of premium, 30 days before the cancellation date if we cancel for any other reason as provided in policy language.

CERTIFICATE HOLDER

GENESEE COUNTY
1101 BEACH ST
FLINT, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FARM BUREAU INSURANCE®
7373 W. Saginaw Hwy., P.O. Box 30400
Lansing, MI 48909-7900

Farm Bureau General Insurance Company of Michigan

Additional Insured:

ADDITIONAL INTEREST NOTICE
BUSINESSOWNERS POLICY RENEWAL

Policy Number: **BO-11274830**
Policy Period (12:01 a.m. standard time):
03/26/2024 TO 03/26/2025
Effective Date: **March 26, 2024**

GENESEE COUNTY
1101 BEACH ST
FLINT MI 48502-1428

Agent: **Ben Noyce # 4509**
501 W FLINT ST STE A
DAVISON MI 48423-1062
810-653-8508
bnoyce@fbinsmi.com

THIS IS NOT A BILLING.

Subject to all applicable policy provisions, the Additional Insured named above has an interest in this policy, as indicated by the endorsement listed below.

Named Insured and Mailing Address

CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502-1011

An Additional Interest is included in all or part of the following.

Liability Coverage Limits

		Limit of Insurance
Liability and Medical Expenses	$	1,000,000
Personal and Advertising Injury		EXCLUDED
Medical Expenses (Per Person)	$	10,000
Damage to Premises Rented to You (Each Occurrence)	$	50,000
Other than Products-Completed Operations Aggregate Limit	$	2,000,000
Products-Completed Operations Aggregate Limit	$	2,000,000

Applicable Additional Insured Endorsement

Additional Insured - Designated Person or Organization (BP 04 48)

Additional Insured Name

GENESEE COUNTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II - Liability is amended as follows:

A. The following is added to Paragraph **C. Who Is An Insured:**

3. Any person(s) or organization(s) shown in the Declarations is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

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FARM BUREAU INSURANCE | Farm Bureau Mutual
Farm Bureau Life
Farm Bureau General
MICHIGAN'S INSURANCE COMPANY
7373 West Saginaw Highway, Box 30400, Lansing, Michigan 48909-7900
Phone (517) 323-7000 FarmBureauInsurance.com

CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502

Policy Number:
WCC -3285949-12
Effective Date:
MARCH 26, 2024
Date Policy Issued:
FEBRUARY 5, 2024

THANK YOU FOR YOUR CONTINUED BUSINESS!

Enclosed is your **WORKERS COMPENSATION RENEWAL**

We appreciate your continued confidence in the Farm Bureau Insurance Companies. Enclosed are updated policy documents that you should keep with your other important insurance papers.

You will notice there is no Account Billing Statement enclosed. If any premium is due, you will soon receive either a separate Account Billing Statement or an EFT Withdrawal Schedule.

Our goal is to keep you informed about the coverages you currently have and about new products and coverages that may benefit you.

PLEASE READ THE ENCLOSED POLICY DOCUMENTS CAREFULLY. Note that many of these documents are printed on both the front and reverse sides of the page. Please take special note of the Information Page and its schedules. Make sure all the information on the Information Page and schedules is correct, and that we are providing for your current coverage needs.

If you have any questions about the information on your Information Page or its schedules or the coverages described in your policy, please contact your Farm Bureau Insurance agent. Also let your agent know if your legal entity (shown on the Information Page as "Type of Legal Entity") changes or if there are any other changes in your situation that might affect your current or future coverage needs. Your agent is always ready to work with you and help tailor your coverages to fit your changing needs.

Thank you for insuring with us. We look forward to many more years of serving you . . . and helping you build a better future.

Farm Bureau General Insurance Company of Michigan

AGENT NAME:	AGENT NUMBER:	PHONE:
BEN NOYCE LUTCF	**# 4509**	**810-653-8508**

* WCC 3285949 12 20240205 RENI 20240326 20250326 *

FB-LTR-157 (11-11)

FARM BUREAU INSURANCE

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 (the "Act") was first signed into law by the President of the United States on November 26, 2002, and became effective immediately. The Act established a program within the United States Department of the Treasury, under which the federal government shares, along, with the insurance industry, the risk of loss from future terrorist attacks.

The Act has been modified and extended by: the Terrorism Risk Insurance Extension Act of 2005; the Terrorism Risk Insurance Program Reauthorization Act of 2007; and the Terrorism Risk Insurance Program Reauthorization Act of 2015.

The Act has been extended a fourth time, without modification, by the Terrorism Risk Insurance Program Reauthorization Act of 2019.

The Act applies when the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, certifies that an event meets the definition of an act of terrorism. In accordance with the Act, as modified and extended, we are required to provide you with a notice disclosing the following information.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Department of the Treasury will pay a share of terrorism losses insured under the federal program. The federal government will reimburse 80% of that portion of the amount of such insured losses that exceeds our insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed $100 billion in a calendar year, the United States Department of the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

Cap on Insurer Participation in Payment of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Disclosure of Premium

The portion of the premium that is attributable to coverage for acts of terrorism is $0.

Farm Bureau General Insurance Company of Michigan
Farm Bureau Mutual Insurance Company of Michigan

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FARM BUREAU INSURANCE

Farm Bureau General Insurance Company of Michigan
WORKERS COMPENSATION AND EMPLOYERS LIABILITY
INSURANCE POLICY INFORMATION PAGE

Policy No.
WCC -3285949-12

Reason For Information Page	Policy Period (12:01 a.m. standard time)	Effective Date
RENEWAL	**FROM 03/26/2024 TO 03/26/2025**	**MARCH 26, 2024**

1. Named Insured and Mailing Address:

CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502

Issue Date: **FEBRUARY 5, 2024**
Annual Premium: **$ 402.00**
Account Number: **C001344149-001-00001**
Payment Plan: **FULL PAY**
Agent: **NOYCE #4509**
Phone Number: **810-653-8508**

TERRORISM NOTICE ENCLOSED: BR584

This policy is exempt from the filing requirements of Section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

Type of Legal Entity: **CORPORATION**
Federal ID Number: *******6621**
Intrastate ID Number: **3927830A**

Workplaces (Locations of Operations):
SEE THE LOCATIONS OF OPERATIONS SCHEDULE

2. The policy period is:
MARCH 26, 2024 TO MARCH 26, 2025 12:01 a.m. standard time, at the insured's mailing address.

3.A. Worker's Disability Compensation Insurance:
Part One of the policy applies to Michigan's Worker's Disability Compensation Act.

B. Employers Liability Insurance:
Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$	500,000	each accident
Bodily Injury by Disease	$	500,000	each employee
Bodily Injury by Disease	$	500,000	policy limit

C. Other States Insurance:
SEE THE LIMITED OTHER STATES INSURANCE ENDORSEMENT FW 66 03

D. This policy includes these endorsements and schedules:
SEE THE ENDORSEMENT SCHEDULE (IF APPLICABLE)

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required is subject to verification and change by audit. Failure to complete the audit may result in an Audit Noncompliance Charge and/or cancellation of the policy.
SEE THE CLASSIFICATION OF OPERATIONS SCHEDULE

Premium from the Classification of Operations Schedule	$	282.00
Expense Constant Charge	$	120.00
Total Estimated Annual Premium	$	402.00
Minimum Premium	$	140.00

EXTENSION OF INFORMATION PAGE

LOCATIONS OF OPERATIONS SCHEDULE

Location No.	Address
0001	1023 CHURCH ST FLINT MI 48502

EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE

The following Policy Endorsements, together with the Workers Compensation and Employers Liability Insurance Policy, **FW 65 01 01 20**, and the most current Information Pages, make up your policy. The symbol " √ " beside a Form Number indicates that the Form is enclosed with this mailing.

Policy Endorsements:

√	**FW 00 04 24 01 19**	**AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT**
√	**FW 66 01 01 15**	**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**
√	**FW 66 03 01 12**	**LIMITED OTHER STATES INSURANCE ENDORSEMENT**

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS SCHEDULE

Loc.	Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per 100	Estimated Annual Premium
0001	ATTORNEY	8820	125,000.00	.05	63.00
0001	LAW OFFICE INCL-PRES-KAREN BUNKER	8820	124,800.00	.05	62.00
0001	LAW OFFICE INCL-SECR-TERESA HOLIFORD	8820	124,800.00	.05	62.00
0001	LAW OFFICE INCL-TRES-TERINA CARTE	8820	114,000.00	.05	57.00
	EMPLOYERS LIABILITY	9807		1.0100	2.00
	REQUIRED TO BALANCE TO EMPLOY- ERS LIABILITY MINIMUM PREMIUM	9848			48.00
	MULTI-POLICY CREDIT - ONE QUALIFYING POLICY	9951		.9500	12.00-

FARM BUREAU INSURANCE
FARM BUREAU MUTUAL • FARM BUREAU LIFE • FARM BUREAU GENERAL

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY QUICK REFERENCE

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IMPORTANT

This Quick Reference is **not** part of the Workers Compensation and Employers Liability Policy and does **not** provide coverage. Refer to the Workers Compensation and Employers Liability Policy itself for actual contractual provisions.

PLEASE READ THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY CAREFULLY.

NCCI COPYRIGHT

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IMPORTANT

Throughout this Quick Reference, the policy, and the policy's information page and endorsements, "Workers Compensation and Employers Liability" means "Worker's Disability Compensation and Employers' Liability".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes, at its effective date, the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1. of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived, except by endorsement issued by us to be part of this policy.

B. Who Is Insured

You are insured, if you are an employer named in Item 1. of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means Michigan's Worker's Disability Compensation Act and the Michigan law concerning Occupational Diseases. It includes any amendments to those laws that are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law, or the provisions of any law that provide non-occupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1. or 4. of the Information Page; and it covers all other workplaces in Michigan, unless you have other insurance or are self-insured for such workplaces.

PART ONE – WORKERS COMPENSATION INSURANCE

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding, or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings, or suits.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law, including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce, or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.
5. This insurance conforms to the parts of the workers compensation law that apply to:
   a. benefits payable by this insurance; or
   b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO – EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in Michigan.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother, or sister of the injured employee; provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;

4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. bodily injury intentionally caused or aggravated by you;
6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts, or omissions;
8. bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356a), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Safety and Health Act (30 USC Sections 801-945), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
9. bodily injury to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. bodily injury to a master or member of the crew of any vessel;
11. fines or penalties imposed for violation of federal or state laws; and
12. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding, or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings, and suits.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. Bodily Injury by Accident. The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident, unless it results directly from bodily injury by accident.
2. Bodily Injury by Disease. The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

   Bodily injury by disease does not include disease that results directly from a bodily injury by accident.
3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance, unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

PART THREE – OTHER STATES INSURANCE – NOT APPLICABLE

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands, and legal papers related to the injury, claim, proceeding, or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement, or defense of any claim, proceeding, or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations, or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans, and classifications. We may change our manuals and apply the changes to this policy, if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4. of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates, and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2. will not apply, if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

Remuneration for certain individuals is subject to a minimum and a maximum amount or a fixed amount, as set forth in our manual of rates.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the minimum premium shown on the Information Page.

If this policy is cancelled, final premium will be determined in the following way, unless our manuals provide otherwise:

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX – CONDITIONS

A. Inspection

We have the right, but we are not obligated to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes.

While such recommendations may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes, or standards. Insurance rate service organizations have the same right we have under this provision.

B. Long Term Policy

If the policy period is longer than one (1) year and sixteen (16) days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice of your death within thirty (30) days after your death, we will cover your legal representative as an insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1. of the Information Page will be sufficient to prove notice.
3. The policy will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Sole Representative

The insured first named in Item 1. of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

F. Mutual Conditions (Applies to Farm Bureau Mutual Insurance Company of Michigan policyholders only)

1. This policy is non-assessable.
2. Annual Meeting. The annual meeting of our members shall be held at our home office at Lansing, Michigan, on the last Wednesday of the month of February of each year.

MICHIGAN LAW PROVISIONS

Michigan law requires that we attach this paragraph to your policy in the language specified by the statute. To help you understand the paragraph, the following definitions are added:

1. We are "the insurer issuing this policy".
2. You are "the insured employer".
3. "Michigan Workmen's Compensation Act" means the Workers' Disability Compensation Act of 1969.
4. "Workmen's compensation" means workers' compensation.
5. "The Bureau of Workmen's Compensation" means the Workers' Compensation Agency.

"Notwithstanding any language elsewhere contained in this contract or policy of insurance, the Accident Fund or the insurer issuing this policy hereby contracts and agrees with the insured employer:

Compensation

a. That it will pay to the persons that may become entitled thereto all workmen's compensation for which the insured employer may become liable under the provisions of the Michigan Workmen's Compensation Act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Medical Services

b. That it will furnish or cause to be furnished to all employees of the employer all reasonable medical, surgical, and hospital services and medicines when they are needed which the employer may be obligated to furnish or cause to be furnished to his employees under the provisions of the Michigan Workmen's Compensation Act and that it will pay to the persons entitled thereto for all such services and medicines when they are needed for all compensable injuries or compensable occupational disease happening to his employees during the life of this contract or policy;

Rehabilitation Services

c. That it will furnish or cause to be furnished such rehabilitation services for which the insured employer may become liable to furnish or cause to be furnished under the provisions of the Michigan Workmen's Compensation Act for all compensable injuries or compensable occupational diseases happening to his employees during the life of this contract or policy;

Funeral Expenses

d. That it will pay or cause to be paid the reasonable expense of the last sickness and burial of all employees whose deaths are caused by compensable injuries or compensable occupational diseases happening during the life of this contract or policy and arising out of and in the course of their employment with the employer, which the employer may be obligated to pay under the provisions of the Michigan Workmen's Compensation Act;

Scope of Contract

e. That this insurance contract or policy shall for all purposes be held and deemed to cover all the businesses the said employer is engaged in at the time of the issuance of this contract or policy and all other businesses, if any, the employer may engage in during the life thereof, and all employees the employer may employ in any of his businesses during the period covered by this policy;

Obligations Assumed

f. That it hereby assumes all obligations imposed upon the employer by his acceptance of the Michigan Workmen's Compensation Act, as far as the payment of compensation, death benefits, medical, surgical, hospital care, or medicine and rehabilitation services is concerned;

Termination Notice

g. That it will file with the Bureau of Workmen's Compensation at Lansing, Michigan, at least 20 days before the taking effect of any termination or cancellation of this contract or policy, a notice giving the date at which it is proposed to terminate or cancel this contract or policy; and that any termination of this policy shall not be effective as far as the employees of the insured employer are concerned until 20 days after notice of proposed termination or cancellation is received by the Bureau of Workmen's Compensation;

Conflicting Provisions

h. That all the provisions of this contract, if any, which are not in harmony with this paragraph are to be construed as modified hereby, and all conditions and limitations in the policy, if any, conflicting herewith are hereby made null and void."

MICHIGAN NOTICE TO POLICYHOLDERS

This notice is required by Michigan law

1. Rates and Premiums

This policy contains rates and classifications that apply to your type of business. If you have any questions regarding the rates or classifications, please contact us or your agent.

You may obtain pertinent rating information by submitting a written request to us at our address shown on this notice. We may require you to pay a reasonable charge for furnishing the information.

You may also submit a written request for a review of the method by which your rates and premiums were determined. If you are not satisfied with the results of the review, you may appeal to the Commissioner of Insurance at the address shown in this endorsement.

2. Payroll Audits

You may request a payroll audit once each calendar year. Your request must be in writing sent to our address shown in this notice. You must state that you believe your payroll expenditures have changed by 20% or more, and you must state the reasons for that belief. We will complete the audit within 120 days of receipt of your request, if you provide us with all information we need to perform the audit.

Generally, we will conduct an audit once a year.

3. Reserves or Redemption

You may request reserve and redemption information that relates to the premium for this policy. Your request must be in writing sent to our address shown in this notice. We will provide you with that information within thirty (30) days of receipt of your request.

If you believe that the policy premiums are excessive because we set unreasonable reserves or because of the unreasonable redemption of a claim, you may request a meeting with our management representative. Your request must be in writing sent to our address shown in this notice. If you are not satisfied with the results of the meeting, you may appeal to the Commissioner of Insurance at the address shown in this notice.

Addresses

Customer Service
Farm Bureau Insurance
7373 West Saginaw Highway
P.O. Box 30400
Lansing, Michigan 48909-7900

Michigan Department of Labor and Economic Opportunity
Department of Insurance and Financial Services
P.O. Box 30220
Lansing, Michigan 48909-7720

This policy is signed in facsimile at Lansing, Michigan on behalf of Farm Bureau Mutual Insurance Company of Michigan and Farm Bureau General Insurance Company of Michigan by our Chief Executive Officer.

Donald E. Simon, CPCU, ARe, LLIF
Chief Executive Officer

FARM BUREAU INSURANCE
FARM BUREAU MUTUAL • FARM BUREAU LIFE • FARM BUREAU GENERAL

IMPORTANT INFORMATION FOR EMPLOYERS WITH WORKER'S DISABILITY COMPENSATION INSURANCE

LOSS REPORTING INFORMATION

The Michigan Worker's Disability Compensation Act of 1969 requires you to comply with the following instructions when making reports of occupational injuries and diseases:

Make prompt reports: The law requires that the first payment of compensation shall reach the injured worker on the fourteenth day of disability. Prompt reporting of occupational injuries and diseases is essential in order to meet this requirement. The law provides penalties when compensation payments are delayed. Since prompt reporting will mean prompt payment of compensation, cooperate fully, so that such penalties may be avoided.

Reporting Form: Employer's Basic Report of Injury is used in reporting all occupational injuries, diseases, and deaths arising out of and in the course of employment. Send the completed report to our Home Office Medical Claims.

Recurring disability: When lost time recurs in the case of an occupational injury or disease already reported, immediately contact our Home Office Medical Claims and give full details, including the date of disablement.

Supplemental Report of Fatal Injury: When death results from an occupational injury or disease, you are required to file a Supplemental Report of Fatal Injury in addition to the Employer's Basic Report of Injury. Send the completed report to our Home Office Medical Claims.

IMPORTANT PAYROLL INFORMATION

Subcontractors: Under the Worker's Disability Compensation Act of 1969, you are responsible to employees of contractors doing work for you (commonly called subcontractors), unless such contractors carry worker's disability compensation insurance. You should secure from each such contractor a Certificate of Insurance showing that they carry worker's disability compensation insurance for their employees. Retain these certificates for the company's payroll auditor so that they are available when your payroll records are audited.

If you do not secure these certificates, the contractor's payroll or the contract price for the work done will be included with your worker's disability compensation payroll for premium calculation purposes.

Payroll records: The premium for your worker's disability compensation insurance is based on remuneration paid to all your employees (inside servant help excepted) and the type of work they perform. It is important that you maintain adequate records of all your payrolls, including commissions, tips, or other sums paid for regular time, overtime, piece work, or allowances. This also includes the cash equivalent of all housing, merchandise, store certificates, credits, or any other substitute for cash. The records should include all payroll applicable to new operations and/or operations not previously identified, and the payroll of family members not excluded by endorsement. Your records should include whether the employee was full-time (35 hours per week for a period of 13 weeks or longer) or part-time help. The records should also indicate a breakdown by employee of the type of work performed. Any exchange of labor must be included. These payroll records should be conveniently available to the company's auditor.

IMPORTANT
EMPLOYER MAY BE SUBJECT TO PENALTY

Michigan law stipulates that a late payment penalty shall be payable to the worker at the rate of $50 per day for each day over 30 days in which Worker's Disability Compensation benefits are not paid. The maximum penalty is $1,500.

The statute provides that an EMPLOYER who has notice or knowledge of a work-related injury and fails to give notice to the insurance company SHALL PAY THE PENALTY. Therefore, in order to avoid the possibility of being responsible for a late payment penalty, any incident which COULD be considered a Worker's Disability Compensation claim, should be promptly reported to our Claims Department. By promptly reporting any and all possible Worker's Disability Compensation situations, you will eliminate the possibility of any late payment penalties.

NOTICE: BUILDING WRECKING OR DEMOLITION

You will be assessed a penalty equal to 200% of the applicable premium, if you do not notify us before beginning a demolition or wrecking job where a building, chimney, or steeple is razed or where a floor, exterior wall, or roof is removed.

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AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five - Premium, Section G. Audit of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method of determining the Audit Noncompliance Charge is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part Five - Premium, Section E. Final Premium of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under the policy.

Note: For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

SCHEDULE

State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
Michigan	Estimated Annual Premium	Up to two times

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under this policy. The provisions of this endorsement are applicable only until the Terrorism Risk Insurance Program, which was established by the Terrorism Risk Insurance Act, terminates.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. the act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. the act is a violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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LIMITED OTHER STATES INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the Workers Compensation and Employers Liability Insurance Policy.

"Part Three - Other States Insurance" of the policy is replaced by the following:

PART THREE - OTHER STATES INSURANCE

How This Insurance Applies

1. We will pay promptly when due the benefits required of you by the workers' compensation law of any state not listed in Item 3.A. of the Information Page if all of the following conditions are met:
   a. The employee claiming benefits was either hired under a contract of employment made in a state listed in Item 3.A. of the Information Page or was, at the time of injury, principally employed in a state listed in Item 3.A. of the Information Page; and
   b. The employee claiming benefits is not claiming benefits in a state where, at the time of injury, (i) you have other workers compensation insurance coverage, or (ii) you were, by virtue of the nature of your operations in that state, required by that state's law to have obtained separate workers compensation insurance coverage, or (iii) you are an authorized self-insurer or participant in a self-insurance group plan; and
   c. The duration of the work being performed by the employee claiming benefits in the state for which that employee is claiming benefits is temporary.
2. If we are not permitted to pay the benefits directly to persons entitled to them and all of the above conditions are met, we will reimburse you for the benefits required to be paid.
3. This insurance does not apply to fines or penalties arising out of your failure to comply with the requirements of the workers' compensation law.

IMPORTANT NOTICE!

If you hire any employees outside those states listed in Item 3.A. of the Information Page or begin operations in any such state, you should do whatever may be required under that state's law, as this endorsement does not satisfy the requirements of that state's workers' compensation law.

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7373 W. Saginaw Hwy., P.O. Box 30400
Lansing, MI 48909-7900

Farm Bureau Mutual Insurance Company of Michigan
Farm Bureau Life Insurance Company of Michigan
Farm Bureau General Insurance Company of Michigan

02/07/2024

CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502-1011

Policy Type:
Businessowners Policy
Policy Number:
BO-11274830
Agent:
BEN NOYCE LUTCF #4509
Phone Number:
810-653-8508

THANK YOU FOR YOUR CONTINUED BUSINESS!

We appreciate your continued confidence in Farm Bureau Insurance.

Enclosed is the Renewal for your Businessowners Policy. There is no billing enclosed. You will receive a separate Billing Statement.

Enclosed are updated policy documents that you should keep with your other important insurance papers. Your policy contains changes. A summary of those changes is enclosed for your convenience.

IN ADDITION TO REVIEWING THE SUMMARY, PLEASE REVIEW THE ENCLOSED POLICY DOCUMENTS CAREFULLY. Note that many of these documents are printed on both sides of the page. Please take special note of the Declarations page(s). Make sure all the information on the Declarations is correct, and that we are providing for your current coverage needs. If you have any questions about the information on your Declarations or the coverages described in your policy, please contact your Farm Bureau Insurance agent, Ben Noyce, at 810-653-8508.

It's important to keep your policy up to date. Contact your agent when changes occur. Your agent is always ready to work with you and help tailor your coverage to fit your changing needs.

Our mission is to protect the people of Michigan from the risks of everyday life. Thank you for choosing us as your insurance company. We look forward to helping you with all your insurance needs.

Farm Bureau General Insurance Company of Michigan

FARM BUREAU INSURANCE®
Michigan's Insurance Company

Farm Bureau General Insurance Company of Michigan
7373 W. Saginaw Hwy., Lansing, MI 48917 (517) 323-7000

BUSINESSOWNERS POLICY PROGRAM

IMPORTANT CHANGES IN YOUR COVERAGE
ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of changes in your Businessowners Policy. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL**.

MANDATORY FORM

The following endorsement is attached to all Businessowners Policies.

EXCLUSION – SILICA OR SILICA-RELATED DUST (BP 05 17)

This endorsement excludes coverage for bodily injury, property damage, or personal and advertising injury arising in whole or in part from silica or silica-related dust. The exclusion also applies to any loss cost, or expense related to silica cleanup or remediation efforts.

Please read your policy carefully and review the Declarations to make sure all information is correct.

Please keep us informed of changes affecting your current coverage or future coverage needs. If such changes occur, or if you wish to discuss the impact of changes, please contact your Farm Bureau Insurance agent promptly. Your agent will be happy to work with you to tailor your coverage to meet your needs.

If you have any questions, please contact your Farm Bureau Insurance agent.

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Michigan's Insurance Company

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7373 W. Saginaw Hwy., Lansing, MI 48917 (517) 323-7000

BUSINESSOWNERS POLICY PROGRAM

IMPORTANT CHANGES IN YOUR COVERAGE
ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of changes in your Businessowners Policy. No coverage is provided by this summary nor can it be construed to replace any provision of your policy. You should read your policy and review your Declarations for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL**.

MANDATORY FORMS

The following endorsement is attached to all Businessowners Policies.

ABSOLUTE PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION (GL 66 01)

This endorsement excludes any loss, damage, liability, claim, cost or expense directly or indirectly relate to or in connection with any PFAS or PFAS containing products.

Please read your policy carefully and review the Declarations to make sure all information is correct.

Please keep us informed of changes affecting your current coverage or future coverage needs. If such changes occur, or if you wish to discuss the impact of changes, please contact your Farm Bureau Insurance agent promptly. Your agent will be happy to work with you to tailor your coverage to meet your needs.

If you have any questions, please contact your Farm Bureau Insurance agent.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Discounts

Multi-Policy Discount:

Policy(ies) that qualified you for this discount:

- [ ] Business Auto Policy
- [ ] Commercial Package Policy
- [ ] Country Estate
- [ ] Farmowners
- [X] Homeowners/Mobile Homeowners/Lake Estate
- [X] Personal Auto
- [ ] Umbrella
- [X] Work. Comp.

FB Partners:

- [ ] Business Auto Policy
- [ ] Commercial Package Policy or Other
- [ ] Umbrella
- [ ] Work. Comp.

Affinity Discount:

American Bar Association

Premium Summary

Total Annual Premium for Property and Liability Coverages:	$	612.00
Full Pay Discount	$	37.00
Total Annual Premium with Full Pay:	$	575.00

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Effective Date	Policy Period (12:01 a.m. standard time)	Policy Number
March 26, 2024	**03/26/2024 TO 03/26/2025**	**BO-11274830**

Named Insured and Mailing Address:

CHILD ADVOCACY TEAM
1023 CHURCH ST
FLINT MI 48502-1011

Payment Plan: **Full Pay**
Payment Method: **Manual**
Account Number: **1001075251**
Billing Account Number**: 1001075251-01**

Agent: **BEN NOYCE LUTCF**
501 W FLINT ST STE A
DAVISON MI 48423-1062
810-653-8508
bnoyce@fbinsmi.com

For 24-hour claim reporting, call 877-FBINSMI (324-6764) or visit our website at FarmBureauInsurance.com.

This policy is exempt from the filing requirements of section 2236 of Michigan's Insurance Code of 1956, as amended, 1956 PA 218, MCL 500.2236.

In return for the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following Coverage Parts. The premium may be subject to adjustment.

Description of Business

Business Type	Type of Legal Entity
OFFICE	NONPROFIT CORPORATION

Description of Premises

Loc. No.	Location Address	Protection Class
1	1023 CHURCH ST, FLINT, MI 48502-1011	4

Bldg. No.	Occupancy	Construction
1	Office	Frame Construction

Building Description: LAW OFFICE

Property Coverage

Loc No.	Bldg. No.	Type of Property*	Valuation Method **	Limit of Insurance	Deductible	Building Annual Increase Percentage
1	1	BPP Lawyers - Office		$ 32,000	$ 500	

*BPP = Business Personal Property BPPY = Business Personal Property Permanent Yard Storage
**RC = Replacement Cost ACV = Actual Cash Value FV = Functional Valuation

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Liability Coverage Limits

	Limit of Insurance
Liability and Medical Expenses	$ 1,000,000
Personal and Advertising Injury	EXCLUDED
Medical Expenses (Per Person)	$ 10,000
Damage to Premises Rented to You (Each Occurrence)	$ 50,000
Other than Products-Completed Operations Aggregate Limit	$ 2,000,000
Products-Completed Operations Aggregate Limit	$ 2,000,000

Classification

Loc. No.	Bldg. No.	Classification	Class Code	Premium Basis	Exposure
1	1	Lawyers - Office	63921	Limit of Insurance	$ N/A

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Broadening Endorsement Summary

The below coverages are included in the Broadening Endorsement attached to this policy.

Item	Description
Building Glass Coverage	$50 Deductible
Business Income - Civil Authority - Waiting Period	No Waiting Period
Business Waiting Period	No Waiting Period
Electronic Data Liability - Limited Coverage	$5,000
Employee Dishonesty	$5,000
Fine Arts	$500
Forgery and Alteration	$5,000
Incidental Malpractice Liability	Included within Business Liabililty Limits
Inventory and Loss Appraisal	$5,000
Money and Securities	$5,000 on-premises $5,000 off-premises
Newly Acquired or Constructed Property - Period of Coverage	90-days
Newly Acquired or Constructed Property - Business Income and Extra Expense Coverage	Extends coverage provided by Business Income and Extra Expense to Newly Acquired or Constructed Property
Outdoor Property	$10,000
Premises Damage from Burglary	Covered peril
Premises Boundary	Increased 1,000 feet
Preservation of Property	No time period
Rekeying of Locks; Lock Replacement	$500
Reward Payment	$5,000
Service Buildings and Incidental Structures	$5,000
Spoilage	$1,000
Utility Services - Direct Damage	$2,500
Utility Services - Time Element	$2,500

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Select Businessowners Offering Summary

This statement of coverage is added to your Policy Declarations. The following coverages are additional coverages added to your Businessowners Policy, or increased limits for Additional Coverages provided in the Businessowners Policy, BP 00 03, contract.

Coverage	Limit	Provided In
Accounts Receivable	$100,000 on-premises $5,000 off-premises	BP 00 03
Business Personal Property - Off Premises	$25,000	BP 00 03
Business Income from Dependent Properties	$25,000	BP 00 03
Debris Removal	$50,000	BP 00 03
Employee Dishonesty	$25,000	BP 00 03
Fire Department Service Charge	$10,000	BP 00 03
Forgery and Alteration	$25,000	BP 00 03
Increased Cost of Construction	$50,000	BP 00 03
Money and Securities	$10,000 on-premises $10,000 off-premises	BP 00 03
Newly Acquired - Buildings	$500,000	BP 00 03
Newly Acquired - Business Personal Property	$250,000	BP 00 03
Newly Acquired - Period of Coverage	120 days	BP 00 03
Ordinance or Law For Tenant's Interest in Improvements and Betterments	$25,000	GN 66 20
Outdoor Property	$25,000	BP 00 03
Personal Effects	$10,000	BP 00 03
Pollutant Clean Up and Removal	$50,000	BP 00 03
Rekeying of Locks; Lock Replacement	$1,000	GN 66 14
Utility Services - Direct Damage	$15,000	GN 66 14
Utility Services - Time Element	$15,000	GN 66 14
Valuable Papers	$100,000 on-premises $5,000 off-premises	BP 00 03

The limits shown above replace the limits provided in your Businessowners Coverage Form, BP 00 03, or are additional coverages added to your Businessowners Policy. If the same coverage with a limit equal to or higher than the limit shown above appears elsewhere in this policy, that limit replaces and is not in addition to the limit shown above.

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Section I - Property Coverages

Loc. No.	Bldg. No.		Limit of Insurance
		Changes - Limited Fungi Coverage (Revised Limit) (BP 05 76 01 10)	
ALL	ALL	Revised Limit:	$ 15,000
		Separate Premises or Locations Option: ☐ Yes ☒ No	
		Business Income/Extra Expense - Revised Number of Days: 30	
ALL	ALL	Equipment Breakdown Coverage (GN 66 10 07 20)	
ALL	ALL	Removal of Insurance-to-Value Provision (BP 04 83 01 10)	
ALL	ALL	Business Income Ordinary Payroll Expenses	
		Increased Number of Days: 60	
ALL	ALL	Business Income - Extended Business Income	
		Increased Number of Days: 60	

Section II - Liability Coverages

Hired Auto and Non-Owned Auto Liability (BP 04 04 01 10)

Hired Auto Liability - Premium: $41.00 Non-Owned Auto Liability - Premium: $71.00

Increased Limit for Damage To Premises Rented To You

Loc. No.	Bldg. No.	Damage to Premises Rented to You
1	1	$ 300,000

Electronic Data Liability - Limited Coverage (BP 05 95 05 14)

Loss of Electronic Data Limit: $5,000

Coverages/Endorsements that Apply to Section I and/or Section II

Businessowners Coverage Form (BP 00 03 07 13)
Michigan Changes (BP 01 36 09 17)
Broadening Endorsement (GN 66 14 07 20)
Disclosure Pursuant to Terrorism Risk Insurance Act (BP 05 15)
CAP on Losses from Certified Acts of Terrorism (BP 05 23 01 15)
Exclusion of Certified Acts of Terrorism Involving Nuclear, Biological, Chemical or Radiological Terrorism; CAP on Covered Certified Acts Losses (BP 05 26 01 15)
Exception Covering Certain Fire Losses applies to property located at: **MICHIGAN**
Exclusion of Punitive Damages Related to a Certified Act of Terrorism (BP 05 42 01 15)
Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) (BP 05 64 01 15)
The Exception Covering Certain Fire Losses (Paragraph B.2.) applies to property located in the following state(s): **MICHIGAN**
Office Protector Endorsement (GN 69 03 07 20)

Limitations/Exclusions

Employment-Related Practices Exclusion (BP 04 17 01 10)
Exclusion - Personal and Advertising Injury (BP 04 37 07 02)
Limited Exclusion - Personal And Advertising Injury - Lawyers (BP 14 15 07 13)
Communicable Disease Exclusion (BP 14 86 07 13)
Exclusion - Silica or Silica-Related Dust (BP 05 17 01 06)
Exclusion - Unmanned Aircraft (BP 15 11 12 16)
☐ Bodily Injury and Property Damage ☐ Personal and Advertising Injury

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Limitations/Exclusions continued

Absolute Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) Exclusion (GL 66 01 11 22)

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Cyber Liability

Named Insured: CHILD ADVOCACY TEAM	Transaction Effective Date: MARCH 26, 2024	Policy Number: BO-11274830
Agent Name: BEN NOYCE LUTCF		Agent Number: 4509

NOTICE

- **INSURING AGREEMENTS (A)(1) THROUGH (A)(4) ARE CLAIMS-MADE AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS OR SUITS THAT ARE FIRST MADE AGAINST THE INSURED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.**
- **INSURING AGREEMENTS (B)(1) THROUGH (B)(4) ARE EVENT-DISCOVERED AND REPORTED COVERAGES. EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THESE INSURING AGREEMENTS ARE LIMITED TO LIABILITY FOR ONLY THOSE CLAIMS FOR EVENTS THAT ARE DISCOVERED DURING THE ENDORSEMENT PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN.**
- **THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS UNDER THIS CYBER LIABILITY COVERAGE SHALL BE REDUCED BY AMOUNTS INCURRED FOR DEFENSE COSTS.**

Item 1. Limits of Liability per Insuring Agreement:	
(A) THIRD PARTY LIABILITY INSURING AGREEMENTS	
(1) Multimedia Liability:	$50,000
(2) Security and Privacy Liability:	$50,000
(3) Privacy Regulatory Defense and Penalties:	$50,000
(4) PCI DSS Liability:	$50,000
(B) FIRST PARTY INSURING AGREEMENTS	
(1) Breach Event Costs:	$50,000
(2) BrandGuard®:	$50,000
(3) System Failure:	$50,000
(4) Cyber Extortion:	$50,000
Item 2. Maximum Aggregate Limit of Liability:	$50,000
Item 3. Endorsement Period:	From: 03/26/2024 To: 03/26/2025
Item 4. Retroactive Date:	Full Unknown Prior Acts Coverage
Item 5. Cyber Liability Extended Reporting Period:	Not Applicable

Endorsement that Applies

Cyber Liability (GN 66 06)

BUSINESSOWNERS POLICY | RENEWAL DECLARATIONS

Additional Interest Information

Loc. No.	Bldg. No.	
		Additional Insured - Designated Person or Organization (BP 04 48)
ALL	ALL	Name of Additional Insured Person(s) or Organization(s): GENESEE COUNTY

Property and Liability Forms and Endorsements

The following, together with the Businessowners Policy (form BP 00 03) and the most current Declarations, make up your policy. The symbol " √ " beside a Form Number indicates that the Form is enclosed with this mailing.

	BP 04 48 07 13		BP 00 03 07 13		BP 15 11 12 16		BP 04 17 01 10
	BP 04 37 07 02		BP 04 04 01 10		BP 14 15 07 13		BP 01 36 09 17
	BP 04 83 01 10		BP 05 76 01 10		BP 05 15 12 20		BP 05 23 01 15
	BP 05 42 01 15		BP 14 86 07 13		BP 05 26 01 15		BP 05 64 01 15
√	BP 05 17 01 06		BP 05 95 05 14	√	GL 66 01 11 22		GN 66 14 07 20
	GN 66 10 07 20		GN 66 06 07 20		GN 69 03 07 20		GN 66 20 07 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following exclusion is added to Paragraph **B. Exclusions** in **Section II - Liability:**

B. Exclusions

This insurance does not apply to:

SILICA OR SILICA-RELATED DUST

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

4. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following definitions are added to Paragraph **F. Liability And Medical Expenses Definitions** in **Section II – Liability:**

1. "Silica" means silicon dioxide, (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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7373 W. Saginaw Hwy., Lansing, MI 48917 (517) 323-7000

ABSOLUTE PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This entire policy, including all forms and endorsements, excludes any loss, damage, liability, claim, cost, or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any PFAS or "PFAS-containing products".

This absolute exclusion includes but is not limited to any presence or alleged presence of PFAS or "PFAS-containing products" at any concentration and any exposure or alleged exposure to PFAS or "PFAS-containing products" at any concentration. For purposes of this exclusion, PFAS includes any chemical classified as PFAS in the past, present, and future.

The addition of this endorsement does not mean that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for PFAS-related loss, damage, liability, claim, cost, expense, or legal obligation.

"PFAS-containing products" means:

a. Any goods or products that contain PFAS chemicals; and

b. Containers, materials, parts, or equipment furnished in connection with such goods or products.

"PFAS-containing products" includes:

a. Warranties or representations made at any time regarding the quality, fitness, durability, performance, or use of such product; and

b. Providing or failing to provide warnings, advice, or instructions in connection with such products.

All other provisions of this policy remain in force.



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(833) 830-6269

14141 Farmington Rd
Michigan, 48154, USA

info@altaprorpg.com
www.altaprorpg.com

ALTA PRO
Lawyers Risk Purchasing Group

WHAT TO DO IN EVENT OF A CLAIM

Thank you for choosing the Alta Pro Lawyers Professional Risk Purchasing Group, underwritten by CorePointe Insurance Company, an AmTrust Financial Company, rated A- (Excellent) XV by AM Best, for your professional liaiblity insurance needs. An accusation of legal malpractice can be stressful, and you are not alone. We are here to help.

Reporting a Claim

If you have been sued or have to report a claim or potential claim, please notify CorePointe Insurance Company as soon as possible. Include a description of the specific act or omission, the dates, the persons involved, the identity of the claimant(s), and the circumstances by which you first became aware of the possible claim and send by mail, fax or email to:

CorePointe Insurance Company
c/o AmTrust North America
233 N Michigan Ave.
Suite 1200
Chicago, IL 60601
Attn: AUI Claim Department
Anaclaimsreporting@amtrustgroup.com
Fax: (877) 207-3961

Pre-claim Assistance

REMINGER ALTA PRO PROLINK LEGAL HOTLINE - Available 24/7/365 – Call (833)830-6269.

This exclusive member resource provides you with access to a knowledgeable attorney with expertise in professional liability who can counsel you if you think you may have a potential claim. If you have an unhappy or difficult client who is threatening to make a claim, or if you become aware of an error you made in providing legal services, contacting the ProLink Legal Hotline is your first step. This resource just may help you prevent a potential claim from becoming a full-blown claim. There is no cost to you for this service.

CorePointe Insurance Company
800 Superior Ave, E.
21st Floor
Cleveland, OH 44114

LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

RENEWAL CERTIFICATE

THIS IS A CLAIMS-MADE AND REPORTED POLICY.
PLEASE READ THE POLICY CAREFULLY.

Policy Number: **WPP1645808-02** **Renewal of Policy Number:** WPP1645808-01

1. Named Insured and Address

Child Advocacy Team
1023 Church Street
Flint, MI 48502

2. Policy Period

Effective Date: 04/01/2024

Expiration Date: 04/01/2025

12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

3. Producer Name

Alta Professional Insurance Services Agency, LLC

4. Limit of Liability (Includes Claims Expenses)

$1,000,000	Each Claim
$2,000,000	Aggregate

5. Deductible

$0	Per Claim

6. Premium

$6,107

NOTE: This renewal policy will be effective only if the premium is paid in full and the application is received by the effective date shown in Item 2 above. The renewal will be subject to the provisions of the forms then current, which, if revised during the previous policy term, will be substituted at the time of renewal.

7. Forms Attached at Issue

See Schedule of Forms Attached.

Authorized Representative

Date Issued 02/28/2024

SCHEDULE OF FORMS ATTACHED

NAMED INSURED Child Advocacy Team

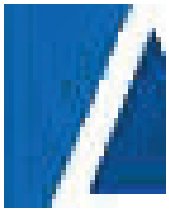
This endorsement, effective 12:01 A.M 04/01/2024 Forms a part of Policy No. WPP1645808-02

Issued by CorePointe Insurance Company

FORMS LISTED BELOW ARE INCLUDED IN THIS POLICY

Alta Pro RPG Flyer 2021
WHAT TO DO IN EVENT OF A CLAIM - CorePointe
LPL-DEC-02 0515 Renewal Certificate
IL-PJ-CPIC-MI 0919 COMMERCIAL POLICY JACKET
LPL-POL-05 Lawyers Professional Liability Policy
LPL990021 Retroactive Date Limitation Endorsement - Individual
LPL990020 Retroactive Date Limitation Endorsement
LPL990039MI Michigan Amendatory Endorsement
LPL990015 OFAC Notice

COMMERCIAL POLICY



Corepointe Insurance Company

An AmTrust Financial Company

THIS POLICY IS EXEMPT FROM THE FILING REQUIREMENTS OF THE MICHIGAN INSURANCE CODE SECTION 2236

800 SUPERIOR AVENUE EAST, 21ST FLOOR

CLEVELAND, OH 44114

877-528-7878

CorePointe Insurance Company
(A Stock Insurance Company)

INSURANCE IS PROVIDED BY
THE COMPANY DESIGNATED ON THE
DECLARATIONS PAGE

Lawyers Professional Liability Policy

NOTICE: THIS LAWYERS PROFESSIONAL LIABILITY POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARE FIRST MADE AGAINST THE **INSURED** AND REPORTED TO THE **COMPANY** DURING THE **POLICY PERIOD** OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

PLEASE REVIEW THIS POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. *WORDS AND PHRASES THAT APPEAR IN BOLD ARE DEFINED IN THE DEFINITIONS SECTION OF THE POLICY.*

In consideration of the payment of the premium, in reliance upon the statements made to the **Company** in the application and subject to the Limits of Liability and all other terms, conditions, exclusions and limitations contained herein, the **Company** agrees as follows:

I. INSURING AGREEMENT

A. Coverage

The **Company** will pay on behalf of the **Insured** sums in excess of the deductible that the **Insured** shall become legally obligated to pay as **damages** because of a **claim** that is first made against the **Insured** and reported to the **Company** during the **policy period** or any Extended Reporting Period arising out of an act or omission in the performance of **legal services** by the **Insured** or by any person for whom the **Insured** is legally liable, provided that:

1. prior to the inception date of the **policy period**, the **Insured** did not give notice under any other insurance policy of such **claim** or **related claim** or such act or omission or **related act or omission**; and

2. prior to the inception date of this policy, or if this policy has been continuously renewed, prior to the inception date of the first policy issued by the **Company**, no **Insured** knew or could reasonably have foreseen that any such act or omission, or **related act or omission**, might be expected to be the basis of a **claim**.

The **Company** shall also pay **claim expenses** in connection with such **claim**.

B. Defense

The **Company** shall have the right and duty to defend, subject to and as part of the Limits of Liability, any **claim** against the **Insured** seeking **damages** which are payable under the terms of this policy even if any of the allegations of the **claim** are groundless, false, or fraudulent. The **Company** shall have the right to appoint counsel and to make such investigation and defense of a **claim** as it deems appropriate. If a **claim** shall be subject to arbitration or mediation, the **Company** shall be entitled to exercise all of the **Insured's** rights in the choice of arbiters or mediators and in the conduct of an arbitration or mediation proceeding.

C. **Settlement**

The **Company** shall have the right to negotiate a settlement or compromise of a **claim** as it deems appropriate but shall not commit to settlement of a **claim** without the written consent of the **Named Insured**. If the **Named Insured** refuses to consent to a settlement or compromise recommended by the **Company** and acceptable to the claimant, then the **Company's** Limits of Liability under this policy shall be reduced to the amount for which the **claim** could have been compromised or settled, plus all **claim expenses** incurred up to the time the **Company** makes its recommendation, plus fifty percent (50%) of the **claim expenses** incurred subsequent to the date of such refusal, which amount shall not exceed the remainder of the Limits of Liability specified in **Section III. A**.

If any **claim** covered under this policy is resolved through the use of formal mediation within six months from the date it is first reported to the **Company** or within 90 days after suit is filed, the Deductible amount the **Named Insured** is obligated to pay will be reduced by fifty percent (50%), or by $12,500, whichever is less.

The failure of the **Named Insured** to expressly consent to a settlement or compromise recommended by the **Company** shall be deemed to be refusal to consent to a settlement or compromise.

D. Exhaustion of Limits

The **Company** is not obligated to investigate, defend, pay, or settle, or continue to investigate, defend, pay, or settle a **claim** after the applicable Limits of Liability have been exhausted by payment of **damages** and/or **claim expenses**, or any combination thereof, or after the **Company** has deposited the remaining Limits of Liability into a court of competent jurisdiction in satisfaction of a judgment. In such case, the **Company** shall have the right to withdraw from further investigation, defense, payment, or settlement of such **claim** by tendering control of said investigation, defense, or settlement of the **claim** to the **Insured**. The **Company** will initiate and cooperate in the transfer of control to the **Named Insured** of any **claims** which were reported to the **Company** prior to the exhaustion of such limit and the **Named Insured** must cooperate in the transfer of control of such **claims**. The **Company** agrees to take the necessary steps, as it deems appropriate, to avoid a default in such **claims** until the transfer has been completed, provided the **Named Insured** is cooperating in such transfer. The **Named Insured** must reimburse the **Company** for expenses it incurs in taking those steps it deems appropriate to avoid a default during the transfer of control.

II. DEFINITIONS

Wherever used in this policy:

A. "**Bodily injury**" means injury to the body, sickness or disease sustained by any person, including death resulting from such injuries; or mental injury, mental anguish, mental tension, emotional distress, pain or suffering or shock sustained by any person whether or not resulting from injury to the body, sickness, disease or death of any person.

B. **"Claim"** means a written or verbal demand received by the **Insured** for money or services arising out of an act or omission, including **personal injury**, in rendering or failing to render **legal services**. A demand shall include the service of suit or the institution of an arbitration proceeding against the **Insured**.

C. **"Claim expenses"** mean:

1. fees charged in connection with a **claim** by attorneys designated by the **Company** or by the **Insured** with the written consent of the **Company**; and

2. all other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense, and appeal of a **claim** if incurred by the **Company**, or by the **Insured** with the written consent of the **Company**, including, but not limited to, premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **Company** to apply for or furnish any such bond.

Claim expenses shall not include fees, costs or expenses of employees or officers of the **Company**. Nor shall **claim expenses** include salaries, loss of earnings or other remuneration by or to any **Insured**.

D. **"Company"** means the insurance **Company** named in the Declarations.

E. **"Crisis event"** means any:

1. death, departure or debilitating disability or illness that results in the inability to return to work of a partner or owner of the **Named Insured**;

2. incident of workplace violence that is reported to the appropriate authorities; or

3. an event reported in writing that is published in a widely distributed newspaper, trade publication or magazine and disseminated to third persons that the **Named Insured** reasonably believes will have a

material adverse effect upon the **Named Insured's** reputation. This does not include any such event written or authored by an **Insured** or former **Insured**.

F. **"Crisis event expenses"** means reasonable fees, costs, and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **crisis event**.

G. **"Damages"** means judgments, including interest on judgments, awards and settlements if negotiated with the assistance and approval of the **Company**. **Damages** do not include:

1. Legal fees, costs and expenses paid to or incurred or charged by the **Insured**, whether or not claimed as restitution of specific funds, forfeiture, financial loss, set-off or otherwise, and injuries that are a consequence of any of the foregoing;

2. Any conversion, misappropriation, improper comingling, defalcation or negligent supervision by any person or entity of any funds or property of any person or entity, including any loss or reduction in value of such funds or property, return or replenishment of such funds or property, or the gaining of any personal profit or advantage to which the **Insured** is not legally entitled, including any conversion, misappropriation, improper commingling, defalcation or negligent supervision by any person or entity resulting, directly or indirectly, from **unauthorized access** to any **network**;

3. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to federal, state or local law, statute, regulation or court rule and injuries that are a consequence of any of the foregoing;

4. punitive or exemplary amounts and the multiplied portion of multiplied awards;

5. any form of non-monetary relief;

6. amounts for which the **Insured** is not financially liable or that are without legal recourse to the **Insured**.

H. **"Disciplinary proceeding"** means any proceeding before a state or federal licensing board or a peer review committee to investigate charges alleging professional misconduct.

I. "**Insured**" means the **Named Insured**, **predecessor firm** and the persons or entities described below:

1. Any lawyer, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership who is or becomes a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee of the **Named Insured** during the **policy period** shown in the Declarations;

2. Any lawyer previously affiliated with the **Named Insured** or a **predecessor firm** as a partner, officer, director, stockholder-employee, associate, manager, member or salaried employee but only for **legal services** performed on behalf of the **Named Insured** or a **predecessor firm** at the time of such affiliation;

3. Any lawyer, law firm, partnership, professional corporation, professional association, limited liability corporation or limited liability partnership who acts as Of Counsel to the **Named Insured** or any non-employee independent contractor attorney or per diem attorney to the **Named Insured** but only for **legal services** performed on behalf of the **Named Insured**;

4. Any former or current employee who is a non-lawyer of the **Named Insured** or any **predecessor firm**, but solely for services performed within the course and scope of their employment by the **Named Insured** or any **predecessor firm**;

5. The estate, heirs, executors, administrators, assigns and legal representatives of an **Insured** in the event of such **Insured's** death, incapacity, insolvency, or bankruptcy, but only to the extent that such **Insured** would have been provided coverage under this policy.

6. The spouse or domestic partner of an **Insured**, but only to the extent that such **Insured** is provided under this policy.

J. **"Internet"** means the worldwide public **network** of computers as it currently exists or may be manifested in the future, but **Internet** does not include the **Named Insured's network**.

K. "**Legal services**" mean:

1. those services performed by an **Insured** for others as a lawyer, arbiter, mediator, expert witness, title agent, a notary public, governmental affairs advisor or lobbyist, or member, director or officer of any professional legal association, bar association or any similar organization or association, its governing board or any of its committees, including ethics, peer review or similar professional board or committee but only if such services are performed for a fee that inures to the benefit of the **Named Insured** except that no fee need inure to the **Named Insured** where eleemosynary (pro bono) services are performed and approved by the **Named Insured**. Any title agency or company, on whose behalf the **Insured** acts as title agent or designated issuing attorney, is not an **Insured** under this policy;

2. those services performed by an **Insured** as an administrator, conservator, receiver, executor, guardian, trustee or in a fiduciary capacity excluding acts of a "fiduciary" as defined under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law. Services performed by an **Insured** as an administrator, executor or trustee must be services ordinarily rendered by a lawyer and with the approval of the **Named Insured** at the time of retention;

3. those services as an author or publisher of legal research papers or legal materials or the presenter of legal seminars or materials, but only where such services are performed without compensation or compensation attributable per publication, presentation or seminar is less than $25,000.

L. **"Named Insured"** means the persons and entities designated in the Declarations.

M. **"Network"** means a party's local or wide area computer **network**, including any hosted email, document storage or cloud network accessed via the **Internet**, owned, or operated by or on behalf of or for the benefit of that party; provided, however, **network** shall not include the **Internet**, any telephone company network, or other public infrastructure network.

N. **"Personal injury"** means libel, slander, or other defamatory or disparaging material or publication; utterance in violation of an individual's right of privacy; false arrest, humiliation, detention, or imprisonment; wrongful entry, eviction, or other invasion of the right of private occupancy; or malicious prosecution or abuse of process.

O. **"Policy period"** means the period of time between the inception date and time shown in the Declarations and the date and time of termination, expiration or cancellation of this policy.

P. **"Predecessor firm"** means any entity which has undergone dissolution and the financial assets and liabilities of which the **Named Insured** is the majority successor in interest.

Q. **"Related act or omission"** means all acts or omissions in the rendering of **legal services** that are temporally, logically, or causally connected by any common fact, circumstance, situation, transaction, event, advice, or decision.

R. **"Related claim"** means all **claims** arising out of a single act or omission or arising out of **related acts or omissions** in the rendering of **legal services**.

S. **"Totally and permanently disabled"** means that an **Insured** is so disabled as to be wholly prevented from rendering **legal services** provided that such disability:

1. has existed continuously for not less than six (6) months; and

2. is reasonably expected to be continuous and permanent.

T. **"Unauthorized access"** means any accessing of information in the **Insured's** care, custody, or control by unauthorized persons or by authorized persons accessing or using such information in an unauthorized manner.

Unauthorized access also includes:

1. theft from the **Insured** of any information storage device used by the **Insured** to:

a. store and retrieve information on the **Insured's network**; or

b. transport information between the **Insured** and authorized recipients;

2. any unauthorized use by the **Insured** of information in the **Insured's** clients' care, custody or control if accessed by the **Insured** in the course of rendering **legal services**.

III. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limits of Liability - Each **Claim**

Subject to **Paragraph B.** below, the Limits of Liability of the **Company** for each **claim** shall not exceed the amount stated in the Declarations for each **claim**.

B. Limits of Liability - In the Aggregate

The Limits of Liability of the **Company** for all **claims** shall not exceed the amount stated in the Declarations as the aggregate.

C. Deductible

The deductible amount stated in the Declarations is the total amount of the **Insured's** liability for each and every **claim** and applies to the payment of **damages** and **claim expenses**. The deductible shall be paid by the **Named Insured** or, upon the **Named Insured's** failure to pay, jointly and severally by all **Insureds**. The Limits of Liability set forth in the Declarations are in addition to and in excess of the deductible.

If a **claim** is based on or arises out of the rendering of eleemosynary (pro bono) **legal services**, no deductible will apply but only where at the time of retention, there was written approval by the appropriate committee or lawyer within the **Named Insured** that the matter would be handled without compensation.

D. Multiple Insureds, Claims and Claimants

The Limits of Liability shown in the Declarations are subject to the provisions of this policy and are the amount the **Company** will pay regardless of the number of **Insureds**, **claims** or persons or entities making **claims**. If **related claims** are subsequently made against the **Insured** and reported to the **Company** during the **policy period** or any subsequent renewal or Extended Reporting Period, all such **related claims**, whenever made, shall be considered a single **claim** first made and reported to the **Company** during the **policy period** in which the earliest of the **related claims** was first made and reported to the **Company**. The Limits of Liability for any such **related claims** shall be part of, and not in addition to, any remaining Limits of Liability as stated in the Declarations of the policy.

IV. SUPPLEMENTARY PAYMENTS

Payments made under **paragraph A. to D**. below will not be subject to the deductible. Such payments are in addition to the Limits of Liability.

A. Disciplinary Proceedings

The **Company** will provide for the defense of a d**isciplinary proceeding** brought against an **Insured** during the **policy period** arising out of the performance of **legal services,** provided that prior to the inception date of the **policy period**, or if this policy has been continuously renewed, prior to the inception date of the first policy issued by the **Company**, no **Insured** received notice, or knew about any bar complaint, grievance or

investigation that might be expected to be the basis of a **disciplinary proceeding**. The **Company's** obligation under this provision is subject to a maximum amount of $100,000 per **disciplinary proceeding** and $100,000 in the aggregate per **policy period** for all attorney fees and other reasonable costs, expenses or fees incurred by lawyers appointed by the **Company**.

B. Loss of Earnings

The **Company** will reimburse the **Insured** for actual loss of earnings and reasonable expenses incurred at the **Company's** request for attendance at a trial or court-ordered hearing, arbitration or mediation as follows:

1. $1,000 per day for each **Insured** up to a maximum of $25,000 per **claim**, regardless of the number of **Insureds** or days in attendance, or the number of trials.

2. $50,000 in the aggregate during the **policy period** for all **claims** and **Insureds**.

C. Subpoena Assistance

In the event the **Insured** receives a subpoena for documents or testimony during the **policy period** arising out of **legal services** rendered and the **Insured** requests the **Company's** assistance in responding to the subpoena, the **Insured** must provide the **Company** with a copy of the subpoena and the **Company** will appoint an attorney to provide advice regarding the production of documents, to prepare the **Insured** for sworn testimony, and to represent the **Insured** at the deposition(s), provided that:

1. the subpoena arises out of a lawsuit to which the **Insured** is not a party; and

2. the **Insured** has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the **Insured** provided such advice or testimony in the past.

The **Company's** obligation under this provision is subject to a maximum amount of $50,000 per **policy period** for all attorney's fees and other reasonable costs, expenses, or fees incurred by lawyers appointed by the **Company**, regardless of the number of **Insureds** involved or the number of subpoenas received.

D. Crisis Event Expense Reimbursement

The **Company** will reimburse the **Named Insured**, upon written request made during the **policy period**, for reasonable **crisis event expenses** that result from a **crisis event** that first occurs and is reported to the **Company** in writing during the **policy period**. The maximum reimbursement for each **crisis event** will not exceed $25,000 and the maximum payable for all **crisis events** during the **policy period** shall not exceed $50,000.

V. EXCLUSIONS

This policy does not apply:

A. to any **claim** based on or arising out of any dishonest, fraudulent, criminal or malicious act or omission by an **Insured**, however, the **Company** shall provide the **Insured** with a defense of any **claim** based on or arising out of any dishonest, fraudulent or malicious act or omission by an **Insured** until the dishonest, fraudulent or malicious act or omission has been determined by adjudication, including regulatory ruling against or admission by such **Insured**; but providing such a defense will not waive any of the **Company's** rights under this policy;

B. to any **claim** against an **Insured** as a beneficiary or distributee of any trust or estate;

C. to any **claim** by or on behalf of an **Insured** under this policy against any other **Insured** hereunder unless an attorney/client relationship exists;

D. to any **claim** based on or arising out of an **Insured's** capacity as:

1. a former, existing, or prospective officer, director, shareholder, partner or manager of a business enterprise or charitable organization unless such enterprise or organization is named in the Declarations; or

2. a former, existing, or prospective officer, director, shareholder, partner, manager, or trustee of a fund or trust which is a pension, welfare, profit-sharing, mutual or investment fund or trust; or

3. a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other similar state or local law;

except that this exclusion does not apply to a **claim** based on or arising out of an **Insured's** capacity as a member, director, or officer of any professional legal association, including any Bar Association and any similar organization or association, its governing board or any of its committees.

E. to any **claim** based on or arising out of an **Insured's** capacity as a public official or an employee or representative of a governmental body, subdivision or agency unless the **Insured** is deemed as a matter of law to be a public official or employee or representative of such entity solely by virtue of rendering **legal services** to such governmental body, subdivision or agency;

F. to any **claim** based on or arising out of **legal services** performed for any existing or prospective partnership, organization, corporation, company, or other business enterprise, including any **claim** made by or on behalf of such partnership, organization, corporation, company, or other business enterprise, if at the time of the act or omission giving rise to such **claim**:

1. any **Insured** controlled, operated, or managed or intended to control, operate, or manage such enterprise; or

2. any **Insured**:

a. was a partner or employee of such enterprise; or

b. directly or indirectly owned more than 15% of such enterprise; or

3. **Insureds** cumulatively owned more than 35% of such enterprise.

As used in this exclusion, the word "partner" shall be deemed to include members of limited liability companies or limited liability partnerships.

G. to any claim for **bodily injury**, or injury to, or destruction of, any tangible property, including loss of use resulting therefrom except that this exclusion of **bodily injury** does not apply to mental injury, mental anguish, mental stress, humiliation, or emotional distress caused by **personal injury.**

VI. CONDITIONS

A. Notice of **Claims** and Potential **Claims**

1. The **Insured**, as a condition precedent to the obligations of the **Company** under this policy, shall give written notice to the **Company** during the **policy period**:

a. of any **claim** made against the **Insured** during the **policy period**;

b. of the **Insured's** receipt of any notice, advice or threat, whether written or verbal, that any person or organization intends to make a **claim** against the **Insured**;

c. Any act or omission that may reasonably be expected to be the basis of a **claim** against the **Insured.**

2. If during the **policy period** the **Insured** shall become aware of any act or omission that might reasonably be expected to be the basis of a **claim** against the **Insured** and gives written notice to the **Company** during the **policy period** of such act or omission and the reasons for anticipating a **claim**, with full particulars, including but not limited to:

a. the specific act or omission;

b. the date(s) and person(s) involved;

c. the identity of anticipated or possible claimants;

d. the circumstances by which the **Insured** first became aware of the possible **claim**;

then any such **claim** that is subsequently made against the **Insured** arising out of such act or omission and reported to the **Company** shall be deemed to have been made at the time such written notice was received by the **Company**.

3. Any notice required to be given to the **Company** in this section will be provided in writing to:

C/O AmTrust North America
233 N Michigan Ave.
Suite 1200
Chicago, IL 60601
Attn: AUI Claim Department
Anaclaimsreporting@amtrustgroup.com
Fax: (877) 207-3961

B. Innocent Insured

Whenever coverage under this policy would be excluded, suspended, or lost because of the exclusion relating to dishonest, fraudulent, criminal, or malicious act or omission by any person insured hereunder, the **Company** agrees that such insurance, as would otherwise be afforded under this policy, shall be applicable with respect to an **Insured** who did not personally participate in such act or omission and otherwise complies with all terms and conditions of the **policy**.

The **Company's** obligation to pay **damages** hereunder will be excess of the full extent of the assets of any **Insured** involved in such dishonest, fraudulent, criminal, or malicious act or omission.

C. Territory

This policy applies to an act or omission taking place anywhere in the world, provided that the **claim** is made and suit is brought against the **Insured** within the United States of America, including its territories, possessions, Puerto Rico or Canada. The **Company** may elect at any time but shall not be obligated to investigate, settle or defend such **claims** or suits that are brought anywhere other than the United States of America, its territories, possessions, Puerto Rico, or Canada.

D. Alternative Dispute Resolution

In the event a **claim** made against an **Insured** can, by agreement between the **Company** and the claimant, be contested by arbitration or mediation, then the **Company** will have the right to have the **claim** so contested. The **Company** will give the **Insured** written notice of the intention to refer such **claim** to arbitration or mediation, and the **Company** will be entitled to exercise any rights of the **Insured** with respect to arbitration or mediation including, without limitation, choice of arbiter(s) or mediator(s) and choice of venue.

E. Other Insurance

If there is other insurance that applies to the **claim,** this insurance shall be excess over such other valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise. This does not apply to insurance that is purchased by the **Named Insured** specifically to apply in excess of this policy.

F. Assistance and Cooperation of the Insured

1. The **Insured** shall cooperate with the **Company** and, upon the **Company's** request, shall attend hearings and trials and shall assist in effecting settlements, the securing and giving of evidence, obtaining the attendance of witnesses, and the conduct of suits and proceedings in connection with a **claim**;

2. The **Insured** shall assist in the enforcement of any right of contribution or indemnity against any person who or organization which may be liable to any **Insured** in connection with a **claim**;

3. The **Insured** shall not, except at its own cost, voluntarily make any payment, assume, or admit any liability or incur any expense without the consent of the **Company**.

G. Action Against the Company

No action shall lie against the **Company** unless, as a condition precedent thereto, there has been full compliance with all the terms of this policy, nor until the amount of the **Company's** obligation to pay shall have been fully and finally determined.

In the event any person or entity has secured a judgment covered under this policy and the **Company** does not pay the judgment within thirty (30) days from the service of notice of the judgment upon the **Insured** or its attorney and the **Company**, then an action may be brought against the **Company** for the amount of the judgment not exceeding the amount of the applicable Limits of Liability under this policy, except during a stay or limited stay of execution against the **Company** on such judgment.

No person or organization shall have any right under this policy to join the **Company** as a party to any action against an **Insured**, nor shall the **Company** be impleaded by the **Insured** or its legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the **Company** of any of its obligations hereunder.

H. Subrogation

In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery thereof against any person or organization, including any rights such **Insured** may have against any other **Insured** involved in dishonest, fraudulent, criminal, malicious or intentional act or omission. The **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure and collect upon such rights and the **Insured** shall do nothing to prejudice such rights.

I. Changes

None of the provisions of this policy will be waived, changed, or modified except by written endorsement, which is signed by the **Company**, and then issued to form a part of this policy.

J. Assignment

No assignment of interest of the **Insured** under this policy shall be valid unless the written consent of the **Company** is endorsed hereon.

K. Cancellation

This policy may be canceled by the **Named Insured** by surrender thereof to the **Company** or any of its authorized representatives or by mailing to the **Company** written notice stating when thereafter the cancellation shall be effective.

This policy may be canceled by the **Company** by mailing to the **Named Insured** at the address stated in the Declarations written notice stating when, not less than sixty (60) days thereafter or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective.

The mailing of notice shall be sufficient proof of notice and the time of the surrender, or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice either by the **Named Insured** or by the **Company** shall be equivalent to such mailing.

If either the **Named Insured** or the **Company** cancels, earned premium shall be the pro rated amount of the annual premium. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective. The **Company's** check or the check of its representative mailed as aforesaid shall be sufficient tender of any refund or premium due to the **Named Insured** provided that if, at the time of cancellation, the applicable Limits of Liability for the **policy period** have been exhausted, the entire premium shall be considered earned.

L. Nonrenewal

The **Company** may non-renew this policy by mailing or delivering to the **Named Insured** at the address stated in the Declarations written notice at least sixty (60) days before the expiration date of this policy. The offer of renewal

policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

M. Entire Contract

By acceptance of this policy the **Insured** agrees that:

1. the information and statements provided to the **Company** by the I**nsured** are true, accurate and complete and shall be deemed to constitute material representations made by all of the **Insureds**;

2. this policy is issued in reliance upon the **Insured's** representations;

3. this policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Insured** to the **Company** (all of which are deemed to be incorporated herein) embody all of the agreements existing between the **Insured** and the **Company** and shall constitute the entire contract between the **Insured** and the **Company**; and

4. the misrepresentation of any material matter by the **Insured** or the **Insured's** authorized agent/broker, which if known by the Company would have led to the refusal by the **Company** to make this contract or provide coverage for a **claim** hereunder, will render this policy null and void and relieve the **Company** from all liability herein.

N. **Named Insured Sole Agent**

The **Named Insured** shall be the sole agent of all **Insureds** hereunder for the purpose of effecting or accepting any notices hereunder, any amendments to or cancellation of this policy, for the completing of any applications and the making of any statements, representations, and warranties, for the payment of any premium and the receipt of any return premium that may become due under this policy, and the exercising or declining to exercise any right under this policy.

O. **Liberalization**

If the **Company** adopts any revision that would broaden coverage under this policy without additional premium at any time during the **policy period,** the broadened coverage will immediately apply to this policy except that it will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

P. **Notices**

Any notices (other than notice of claims or potential claims) required to be given by an **Insured** shall be submitted in writing to the **Company** at the address below. If mailed, the date of mailing of such notice shall be deemed to be the date such notice was given, and proof of mailing shall be sufficient proof of notice.

AmTrust North America
800 Superior Avenue E., 21st Floor
Cleveland, OH 44114

VII. EXTENDED REPORTING PERIODS

As used herein, "Extended Reporting Period" means the period of time after the end of the **policy period** for reporting **claims** first made and reported during the Extended Reporting Period by reason of an act or omission that occurred prior to the end of the **policy period** and is otherwise covered by this policy. The Limits of Liability for any Extended Reporting Period shall be part of, and not in addition to any remaining Limits of Liability as stated in the Declarations of this policy.

A. Automatic Extended Reporting Period:

In the event of cancellation or non-renewal of this policy by either the **Named Insured** or the **Company**, an automatic sixty (60) day Extended Reporting Period will be provided to the **Named Insured** at no additional cost if the **Named Insured** has not obtained another lawyers professional liability policy within sixty (60) days of the cancellation or termination of this policy.

B. Optional Extended Reporting Period:

In the event of cancellation or non-renewal of this policy by either the **Named Insured** or the **Company**, then the **Named Insured** upon payment of an additional premium as set forth below shall have the right to an Extended Reporting Period for the specific period of time set forth in an endorsement to be issued by the **Company.** This right shall terminate, however, unless written notice of this election together with the additional premium is received by the **Company** or its authorized agent/broker from the **Named Insured** within sixty (60) days after the effective date of cancellation or non-renewal. The Optional Extended Reporting Period shall commence at the effective date of the cancellation or non-renewal.

1. Only one such Extended Reporting Period coverage endorsement shall be issued and the Extended Reporting Period for such coverage shall be one year, three years, six years or unlimited. This period includes the automatic sixty (60) day period specified in **Item A**. above.

2. The additional premium for the Optional Extended Reporting Period shall be based upon the annualized rates for such coverage in effect on the date this policy expires and shall be for one year at 100% of such premium, three years at 150 % of such premium, six years at 200 % of such premium, or for an unlimited period at 250 % of such premium.

C. Non-Practicing Extended Reporting Period:

If an **Insured** dies or becomes **totally and permanently disabled** during the **policy period**, then upon the latter of the expiration of the **policy period**; any renewal or successive renewal of this policy; or any Automatic or Optional Extended Reporting Period, the **Insured** shall be provided with a Non-Practicing Extended Reporting Period as provided below:

1. In the event of death, the estate, heirs, executors, or administrators of such **Insured** must provide the **Company** with written proof of the date of death. This Non-Practicing Extended Reporting Period is provided to the estate, heirs, executors, and administrators of such **Insured** until the executor or administrator of the estate of such **Insured** is discharged.

2. If an **Insured** becomes **totally and permanently disabled**, such **Insured** or such **Insured's** legal guardian must provide the **Company** with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced and certified by the **Insured's** physician. The **Company** retains the right to contest the certification made by the **Insured's** physician and it is a condition precedent to this coverage that such **Insured** agree to submit to a medical examination by any physician designated by the **Company**.

This Non-Practicing Extended Reporting Period is provided until such **Insured** shall no longer be **totally and permanently disabled** or until such **Insured's** death in which case **subparagraph 1.** hereof shall apply.

No additional premium will be charged for any Non-Practicing Extended Reporting Period.

D. Retirement Extended Reporting Period:

If an **Insured**, except those attorneys under **Definitions I.3**, retires or otherwise voluntarily ceases, permanently and totally, the private practice of law during the **policy period** and has been continuously insured by the **Company** for at least three consecutive years, then such **Insured** shall be provided with a Retirement Extended Reporting Period commencing upon the latter of the expiration of: the **policy period**; any renewal or successive renewal of this policy; or any Automatic or Optional Extended Reporting Period.

This Retirement Extended Reporting Period is provided until such **Insured's** death in which case subparagraph C.1. above shall apply or until such **Insured** shall resume the practice of law.

No additional premium will be charged for any Retirement Extended Reporting Period.

E. **Elimination of Right to Any Extended Reporting Periods**

There is no right to Extended Reporting Periods if the **Company** shall cancel or refuse to renew this policy due to:

1. non-payment of any amount due under this policy; or

2. non-compliance by an **Insured** with any of the terms and conditions of this policy; or

3. any misrepresentation or omission in the application for this policy, or if at the time this right could be exercised by an **Insured**, such **Insured's** license to act as a legal professional has been revoked, suspended, or surrendered at the request of any regulatory authority.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE LIMITATION - INDIVIDUAL

NAMED INSURED Child Advocacy Team

This endorsement, effective 12:01 A.M 04/01/2024 Forms a part of Policy No. WPP1645808-02

Issued by CorePointe Insurance Company

This endorsement modifies coverage provided under the following:

LAWYERS PROFESSIONAL LIABILITY POLICY

It is agreed that this policy shall not apply to **claims** arising from acts or omissions or **related acts or omissions** in the rendering of or failure to render **legal services** that occurred prior to the Retroactive Date for the **Insured(s)** listed below. If "Full Prior Acts" is shown, then this policy shall apply to **claims** arising from acts or omissions or **related acts or omissions** in the rendering of or failure to render **legal services** by the **Insured** lawyer, even if such services were not performed for a fee that inured to the benefit of the **Named Insured** or **predecessor firm**.

Insured	**Retroactive Date**
Terina Carte	06/01/2004
Karen Bunker	04/01/2004
Marcia L. Stipes	04/01/2021
Shayla D. Blankenship	09/01/2019
Teresa Holifield	04/01/2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETROACTIVE DATE LIMITATION

NAMED INSURED Child Advocacy Team

This endorsement, effective 12:01 A.M 04/01/2024 Forms a part of Policy No. WPP1645808-02

Issued by CorePointe Insurance Company

This endorsement modifies coverage provided under the following:

LAWYERS PROFESSIONAL LIABILITY POLICY

It is agreed that this Policy shall not apply to **claims** arising out of acts or omissions or **related acts or omissions** in the rendering of or failure to render **legal services** by any **Insured** that occurred prior to the following Retroactive Date: 04/01/2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MICHIGAN AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

LAWYERS PROFESSIONAL LIABILITY POLICY

In consideration of the payment of the premium, in reliance upon the statements made to the **Company** in the application and subject to the Limits of Liability and all other terms, conditions, exclusions and limitations contained herein, the following changes are made:

I. Section **VI**, **Conditions, Item A**, Notice of **Claims** and Potential **Claims**, Paragraph **1.** is deleted in its entirety and replaced with the following:

A. Notice of **Claims** and Potential **Claims**

1. The **Insured**, as a condition precedent to the obligations of the **Company** under this policy, shall give written notice to the **Company**, or our authorized agent, during the **policy period**:

a. of any **claim** made against the **Insured** during the **policy period**;

b. of the **Insured's** receipt of any notice, advice, or threat, whether written or verbal, that any person or organization intends to hold the **Insured** responsible for any alleged breach of duty; or

c. of any act or omission that may reasonably be expected to be the basis of a **claim** against the **Insured.**

However, notwithstanding the foregoing, late notice of any **claim**, will not invalidate such **claim** if it was not reasonably possible to give notice sooner, and notice was given as soon as reasonably possible.

II. Section **VI, Conditions, Item K, Cancellation**, is deleted in its entirety and replaced with the following:

K. Cancellation

This policy may be canceled by the **Named Insured** at any time by advising the **Company**, or its authorized agent, on or before the effective date of such cancellation stating when thereafter the cancellation shall be effective.

This policy may be canceled by the **Company**, by mailing to the **Named Insured** at the **Named Insured's** address last known to the **Company** or the authorized agent of the **Company**, written notice stating when, not less than sixty (60) days thereafter, or ten (10) days in the case of nonpayment of premium, such cancellation shall be effective.
Proof of mailing shall be sufficient proof of notice, and the time of the surrender, or the effective date and hour of cancellation stated in the notice shall become the end of the **policy period**. Delivery of such written notice either by the **Named Insured** or the authorized agent of the **Company** shall be equivalent to such mailing.

If either the **Named Insured** or the **Company** cancels, earned premium shall be the pro-rated amount of the annual premium or $25.00, whichever amount is greater. Premium adjustment may be made at the time cancellation is effected or as soon as practicable after cancellation becomes effective. The **Company's** check or the check of its representative mailed as aforesaid shall be sufficient tender of any refund or premium due to the **Named Insured**. The cancellation will be effective even if the **Company** has not made or offered a refund.

III. Section **VI, Conditions**, **Item L, Nonrenewal**, is deleted in its entirety and replaced with the following:

L. Nonrenewal

If the **Company** decides not to renew the policy, we will mail or deliver to the **Named Insured's** last mailing address known to the **Company** or our authorized agent, written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing shall be sufficient proof of notice.

NAMED INSURED Child Advocacy Team

This endorsement, effective 12:01 A.M 04/01/2024 Forms a part of Policy No. WPP1645808-02

Issued by CorePointe Insurance Company

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other Insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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CHILD ADVOCACY TEAM ("CAT")

A 501(c)(3) Tax Exempt Organization

STAFF ATTORNEYS:
SHAYLA D. BLANKENSHIP
KAREN K. BUNKER
TERINA M. CARTE
TERESA R. HOLIFIELD
MARCIA L. STIPES

1023 CHURCH STREET
FLINT MI 48502
810-238-LGAL
810-238-9340 FAX

October 8, 2024

Ms. Barbara Menear
Genesee County Circuit Court Administrator
Genesee County Circuit Court
900 S. Saginaw Street
Flint, MI 48502

RE: Child Advocacy Team
RFP #21-246

Dear Ms. Menear,

The Child Advocacy Team will continue to assume all liability for any vehicle used in the course of this contract with Genesee County for other than Hired and Non-Owned Auto Liability insurance covered under our policy.

Thank you for your attention.

Sincerely,

CHILD ADVOCACY TEAM

Terina M. Carte

By: Terina M. Carte,
Officer/Director

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1235 **Agenda Date:** 11/13/2024 **Agenda #:** 4.

To: James Avery, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract between Genesee County and Rite of Passages, Inc., in an amount not to exceed $630,000.00, to provide an Evening Learning Center program at Genesee County's Juvenile Justice Center; the term of this grant is from October 1, 2024 through September 30, 2025; the cost of this grant will be paid from account 2920-663.07-801.001

BOARD ACTION REQUESTED:

Approval of a contract with Rite of Passages, Inc., commencing October 1, 2024 through September 30, 2025, in the amount of $630,000 to be paid from account 2920-663.07-801.001. The services are a part of the approved childcare fund annual plan and budget. The State of Michigan will be providing a 75/25 cost sharing ratio for the program.

BACKGROUND:

Rite of Passages will provide an Evening Learning Center program as an extension of the Day Treatment program at the Genesee County Juvenile Justice Center. Rite of Passages will be working with their university partner, the University of Cincinnati, to provide an academic evaluation of a gun violence curriculum that has been developed for the program.

DISCUSSION:

The Evening Learning Center is an evidenced-based alternative to secure detention model. Evening centers offer several key benefits for the juvenile justice system. The cost for supervision of youth in these programs is far less than in a secure setting. At the same time, the community is protected by the center's intensive daily supervision of particularly high-risk youth. The model provides structure, services, and supervision to youth during the "high-crime" after-school and evening hours from 3:00 to 9:00 PM. Rite of Passages will provide an Evening Learning Center at the GCJJC that will operate from 3:30pm to 8:30pm, Monday through Friday, with weekend hours available for high-risk youth that may need additional support in the community. The program will consist of a licensed therapist and a program manager that will provide youth academic support, individualized clinical services, CBT groups utilizing the University of Cincinnati curriculum, substance use support, community service opportunities, and transition planning to ensure success after program dismissal. Unique to the Genesee County program, Rite of Passages has worked with the University of Cincinnati to develop an anti-gun violence program. As an important partner in the development of the curriculum, Rite of Passages will work closely with the University of Cincinnati to provide an academic evaluation of the curriculum that has been developed for our program.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost of the contract is $630,000 to be paid from account 2920-663.07-801.001. The services are a part of the approved childcare fund annual plan and budget. The State of Michigan will be providing a 75/25 cost sharing ratio for the program.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

The IT department has worked closely with all community partners to develop a technology plan for the GCJJC.

CONFORMITY TO COUNTY PRIORITIES:

Rite of Passages will provide the services.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Family Division Administrator to authorize entering into a contract between Genesee County and Rite of Passages, Inc., whereby Rite of Passages will provide an Evening Learning Center at the Genesee County Juvenile Justice Center for the term commencing October 1, 2024, through September 30, 2025, at a cost not to exceed $630,000.00 to be paid from account 2920-663.07-801.001, is approved (a copy of memorandum request and supporting documentation being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Rite of Passages Inc. whose principal place of business is located at 2560 Business Parkway Ste A, Minden, NV 89423 eckham Vocational Industries, Inc. d/b/a Peckham, Inc., a Michigan nonprofit corporation whose principal place of business is located at 3510 Capital City Blvd., Lansing, MI 48906** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed $630,000.00. If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of $5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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 identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq*., known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such

intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, “identifying information” means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver’s license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County’s Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an “occurrence basis” with minimum limits of $_1,000,000_____ per occurrence and a $__2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers’ Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers’ Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain

and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

15.1 Insurance Certificate and Additional Insured Coverage

1. Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s performance of the Services or presence on the County’s

property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

RITE OF PASSAGE, INC

By:_____

COUNTY OF GENESEE

By:_____

Rusty Alexander, MBA
Business Managing Director

Date:_____

James Avery, Chairperson
Board of County Commissioners

Date:_____

EXHIBIT A
Description of the Services

Eligibility criteria: Court-involved youth, either in community placement or at the Genesee County Juvenile Justice Center, ages 12-17 at the time of the offense. Services to offenders that were under the age of 18 at the time of the offense may be provided past the age of eighteen in certain circumstances where the Court has lawfully extended its jurisdiction beyond age 18.

The program will consist of two staggered 16-week cohort(s) with up to 20 students each, consisting of a classroom phase and a community phase. During Classroom Phase every youth will receive an Intake Assessment, Initial Case Plan, and a Monthly Case Plan.

A. Classroom phase
Up to six hours of structured activities, organized in five-hour long blocks including
1) positive skill development
2) psychosocial group, featuring “gun, safe” (an anti-gun violence, gun crime, curricula), 3) educational assistance/credit recovery
4) wellness period
5) Individual behavioral health session, and transportation, as mutually agreed upon with Genesee County officials.

B. Community phase.
-Rite care will provide a transitional assessment that will result in one of three community risk levels: high, medium, or low.
-The team who provided the classroom phase will follow the cohort into the community and provide the service packages as identified in the transitional assessment.
High, medium, and low service packages will consist of in- Home Behavioral Health sessions, in community support, meetings, school or workplace visits, family, behavioral health and support meetings, drug testing, independent living and life skills support.

C. Program Hours
- Classroom Phase: 300PM to 900PM with weekend activities as mutually agreed upon with Genesee County
- Community Phase: 800AM to 500PM or as needed
*Weekend activities as mutually agreed-upon with Genesee County will consist of positive youth development opportunities, community service, and group outings.

D) Training, Quality Assurance, and Evaluation
1. 40 hours of pre-service training.
2. 40 hours of annual training and recertification.
3. Annual quality assurance shall be conducted by Rite of Passage using the scope of work as the audit tool.

4. Monthly spot checks to assure Fidelity will be conducted by the district Director.
5. A semiannual academic evaluation will be conducted by Rite of Passage in conjunction with our academic/university partner.

E) Billing for non-clinical services will be submitted by the program manager in conjunction with Rite of Passage accounts, receivable department monthly and will be submitted to the Genesee County accounts payable department.

Billing invoice shall include the following:
- Billing month
- Youth's full name
- Date of birth
- Age
- Total amount for entire invoice

Billing for Medicaid eligible services will be submitted directly to Michigan Medicaid by clinicians in conjunction with Rite of Passage Medicaid billing department.

F) Personnel
1. Cohort one
One full-time community specialist
One full-time, behavioral health clinician

2. Cohort two
One full-time community specialist
One behavioral health clinician

3. One full-time Program manager. (Program manager will be hired at some point as mutually agreed between cohort, one in cohort to being identified.)

4. The Program Manager shall report to the District Director. Rite of Passage is responsible to recruit, hire, train, evaluate, discipline, and terminate all program employees.

Rite Care will provide an Evening Learning Center that will operate from 3:30pm to 8:30pm Monday through Friday, with weekend hours available for high-risk youth that may need additional support in the community. The program will consist of a licensed therapist and a program manager that will provide youth academic support, individualized clinical services, CBT groups utilizing the University of Cincinnati curriculum, a gun violence program, substance use support, community service opportunities, and transition planning to ensure success after program dismissal.

Client#: 189018 RITPAS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Propel Insurance
805 SW Broadway; Suite 2300
COM Middle Market
Portland, OR 97205-3363

CONTACT NAME: Nicole. Busha
PHONE (A/C, No, Ext): 800 499-0933 **FAX (A/C, No):** 866 577-1326
E-MAIL ADDRESS: Nicole.Busha@propelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Bridgeway Insurance Company	12489
INSURER C : Great American Insurance Company	16691
INSURER D : Philadelphia Indemnity Ins Company	18058
INSURER E : Lloyds of London	00565
INSURER F :	

INSURED
Rite of Passage Inc.
2560 Business Parkway Ste A
Minden, NV 89423

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			OPS1586630	07/01/2024	07/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X BI/PD Ded:25000						MED EXP (Any one person)	$5,000
	Prof ded : $250,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:						Prof Liab	$1m/$3M
D	AUTOMOBILE LIABILITY			17547316	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$5,000
								$
A	UMBRELLA LIAB OCCUR			XLS1224762	07/01/2024	07/01/2025	EACH OCCURRENCE	$2,000,000
B	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $250,000			APP9HA7PX0002008	07/01/2024	07/01/2025		$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCF13728100	12/31/2023	12/31/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WCF13728300	12/31/2023	12/31/2024	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Sexual Misconduct			OPS1586630	07/01/2024	07/01/2025	$1M per claim/$2M Agg	
E	Excess SAM			BO572024	07/01/2024	07/01/2025	$2M per claim/$2M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability-At Bay a Specialty Insurance Company -7/1/2024- 7/1/2025 Policy #AT6610299043 $2M Limit

Crime Coverage Policy # 105765798
(See Attached Descriptions)

CERTIFICATE HOLDER

Genesee County
1101 Beach Street
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 189018 RITPAS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Cleonie Nathanielsz	
Propel Insurance 805 SW Broadway; Suite 2300 COM Middle Market Portland, OR 97205-3363	PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326
	E-MAIL ADDRESS: cleonie.nathanielsz@propelinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Bridgeway Insurance Company	12489
INSURER C : Great American Insurance Company	16691
INSURER D : Philadelphia Indemnity Ins Company	18058
INSURER E : LLoyd's of London	00565
INSURER F :	

INSURED
Rite of Passage Inc.
2560 Business Parkway Ste A
Minden, NV 89423

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR X BI/PD Ded:25,000 Prof Ded: $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			OPS1586630	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prof Liab	$1,000,000 $300,000 $5,000 $1,000,000 $3,000,000 $3,000,000 $1M/3M agg
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2691771000	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB X CLAIMS-MADE			XLS1224762	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
B	DED RETENTION $250,000			9HA7PX000200801	07/01/2024	07/01/2025	Limit of Ins	$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCF13728100 WCF13728300	12/31/2023 12/31/2023	12/31/2024 12/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Sexual Misconduct			OPS1586630	07/01/2024	07/01/2025	$1M per claim/$2M Agg	
E	Excess SAM			R24AA09	07/01/2024	07/01/2025	$2M per claim/$2M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability-At Bay a Specialty Insurance Company -7/1/2024- 7/1/2025 Policy #AT6610299043 $2M limit of insurance

Crime Coverage Policy # 105765798
(See Attached Descriptions)

CERTIFICATE HOLDER

Genesee County
1101 Beach Street
Flint, MI 48502

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Effective 7/1/2022-2025 Travelers Casualty and Surety Company of America
Employee Theft of Clients Property $100,000 with $1,000 retention

Additional Insured status applies per attached forms if required by written contract.

WC 00 03 13 (Ed. 04-84)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured Rite of Passage Adolescent Treatment Centers and Schools, Inc.			Policy No. WC F137275 00
Company Great American Alliance Insurance Company	Effective Date	Premium $	Endorsement No.
Authorized Representative Propel Insurance			

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Illinois
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver for the state of Nevada

© 1983 National Council on Compensation Insurance.

WC 04 03 06 (Ed. 04-84)

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured Rite of Passage Adolescent Treatment Centers and Schools, Inc.			Policy No. WC F137275 00
Company Great American Alliance Insurance Company	Effective Date	Premium $	Endorsement No.
Authorized Representative Propel Insurance			

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any Person or Organization for whom the named insured has agreed by written contract to furnish this waiver	Any job for which the named insured has agreed by written contract to furnish this waiver

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. 3

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS1586630	07/01/2024	Rite of Passage, Inc.	Negley Associates 29518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED EXTENSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Additional Insured Extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

A. Additional Insured—Managers, Landlords, or Lessors of Premises

1. **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the following:

Any person or organization, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf and in connection with the ownership, maintenance or use of that part of the premises leased to you.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. Any “occurrence” which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

3. There is no coverage for the person or organization as an additional insured for its sole acts or omissions unless it is the acts or omissions of the Named Insured and such acts or omissions arise directly from the Named Insured’s activities performed for the additional insured.

B. Additional Insured—Lessor of Leased Equipment (Automatic Status When Required in Lease Agreement With You)

1. **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the following:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is to be added as an additional insured on your policy. Such person(s) or organization(s) is an

insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

C. Additional Insured—Mortgagee, Assignee, or Receiver

1. **Section II—Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you are contractually required to include as an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization

3. There is not coverage for the person(s) or organization(s) for its sole acts or omissions unless it is the acts or omissions of the Named Insured and such acts or omissions arise directly from the Named Insured’s activities performed for the additional insured.

D. Additional Insured—Automatic Status

Section II—Who is An Insured is amended to include as an additional insured any person(s) or organization(s) to whom you become contractually required to include as an additional insured, as specifically required in a written contract or agreement executed prior to loss, only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf with respect to their liability as specified in the written contract or agreement with the Named Insured:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However, the insurance afforded to such additional insured:

1. only applies to the extent permitted by law; and

2. will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

There is no coverage for the person(s) or organization(s) as an additional insured for its sole acts or omissions unless it is the acts or omissions of the Named Insured and such acts or omissions arise directly from the Named Insured's activities performed for the additional insured.

E. Coverage for the additional insureds listed in this endorsement will apply only when a claim or “suit” for “bodily injury,” or “property damage” or “personal and advertising injury” is also made and continuously maintained against the Named Insured for the Named Insured’s acts or omissions or the acts or omissions of those acting on behalf of the Named Insured which give rise to the liability of the additional insured.

F. With respect to the insurance afforded to additional insureds under this endorsement, the following is added to **SECTION III—LIMITS OF INSURANCE:**
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Commercial General Liability Coverage Part Supplemental Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Commercial General Liability Coverage Part Supplemental Declarations.

G. With respect to the insurance afforded to additional insureds under this endorsement, the following Conditions apply only when required by contract or agreement:

1. Cancellation Notification Condition:

If this policy is cancelled, we will endeavor to give written notice of such cancellation to the person(s) or organization(s) provided additional insured status under this endorsement at least thirty (30) days before the effective date of cancellation. If the contract or agreement you have entered into with the additional insured requires a shorter notification period, we will endeavor to give written notice in the time required by such agreement. Such notice may be provided before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing person(s) or organization(s) provided additional insured status, of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

a. Alter the effective date of policy cancellation;

b. Render such cancellation ineffective;

c. Grant, alter, or extend any rights or obligations under this policy; or

d. Extend the insurance beyond the effective date of cancellation.

2. Primary Noncontributory Condition:

Coverage provided by this endorsement is amended to be afforded to the person(s) or organization(s) provided additional insured status under this endorsement on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and such person(s) or organization(s).

3. Waiver of Transfer of Rights of Recovery Against Others to Us:

We waive any right of recovery we may have against the person(s) or organization(s) provided additional insured status under this endorsement because of payments we make for injury or

damage arising out of your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured. This waiver applies only to the person(s) or organization(s) provided additional insured status under this endorsement

All other terms and conditions of this policy remain unchanged.

Nationwide

Underwritten by Scottsdale Insurance Company

ENDORSEMENT NO. 9

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS1586630	07/01/2024	Rite of Passage, Inc.	Negley Associates 29518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED EXTENSION

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

For the purposes of this endorsement the coverage part is amended as follows:

A. The following is added to **SECTION III—WHO IS AN INSURED:**

Any person(s) or organization(s) to whom you become contractually required to include as an insured, as specifically required in a written contract or agreement executed prior to loss, only with respect to vicarious liability as specified in the written contract or agreement with the Named Insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

There is no coverage for the person(s) or organization(s) for its sole negligence or any other negligence that does not arise directly or indirectly from the Named Insured's activities performed for the insured.

B. Vicarious liability coverage for the additional insured listed in this endorsement will apply only when a **CLAIM** or **SUIT** for **DAMAGES** resulting from a **WRONGFUL ACT** is also made and continuously maintained against the Named Insured for the Named Insured's negligence.

C. With respect to the insurance afforded to additional insureds under this endorsement, the following is added to **SECTION IV—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Professional Liability Coverage Part Supplemental Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Professional Liability Coverage Part Supplemental Declarations.

D. With respect to the insurance afforded to the additional insureds under this endorsement, the following Conditions apply only when required by contract or agreement:

1. Cancellation Notification Condition:

If this policy is cancelled, we will endeavor to give written notice of such cancellation to the person(s) or organization(s) provided additional insured status under this endorsement at least thirty (30) days before the effective date of cancellation. If the contract or agreement you have entered into with the additional insured requires a shorter notification period, we will endeavor to give written notice in the time required by such agreement. Such notice may be provided before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing person(s) or organization(s) provided additional insured status, of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

a. Alter the effective date of policy cancellation;

b. Render such cancellation ineffective;

c. Grant, alter, or extend any rights or obligations under this policy; or

d. Extend the insurance beyond the effective date of cancellation.

2. Primary Noncontributory Condition:

Coverage provided by this endorsement is amended to be afforded to the person(s) or organization(s) provided additional insured status under this endorsement on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and such person(s) or organization(s).

3. Waiver of Transfer of Rights of Recovery Against Others to Us:

We waive any right of recovery we may have against the person(s) or organization(s) provided additional insured status under this endorsement because of payments we make for injury or damage arising out of your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured. This waiver applies only to the person(s) or organization(s) provided additional insured status under this endorsement.

All other terms and conditions of this policy remain unchanged.

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1282 **Agenda Date:** 11/13/2024 **Agenda #:** 5.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a grant award from the Michigan Department of Health & Human Services, in the amount of $218,356.00, to provide for implementation and evaluation of programs aiming to reduce racial and ethnic disparities at the arrest point; the budget for this grant is attached

BOARD ACTION REQUESTED:

The Circuit Court Family Division is requesting permission to accept the Racial & Ethnic Disparities Reduction Grant from the Michigan Department of Health & Human Services (MDHHS) in the amount of $218,356.00 to be paid from various account indicated in the attached budget.

BACKGROUND:

The purpose of the racial and ethnic disparities reduction grant program is to provide local jurisdictions with funding to support the implementation and evaluation programs/initiatives with the aim of reducing racial & ethnic disparities at the arrest decision point in their community. According to FY 2020 statewide arrest data compiled for the Michigan Committee on Juvenile Justice, Michigan minority youth are being arrested at disparate rates, compared to their majority youth counterparts (39% of total youth arrests while comprising only 31% of the total state youth population). Racial and ethnic disparities exist at various decision points within Michigan's Juvenile Justice system but starts with arrest.

DISCUSSION:

Our diversion program uses a Collaborative Crisis Intervention approach with one local school in Genesee County. In this capacity, the School Resource Officer/Police Officer and a mental health professional will work together to respond to any school-based offense that requires law enforcement involvement. In every incident in which the SRO is considering arresting and charging a student, the SRO would refer the student to the MHP to become involved in the Collaborative Crisis Intervention Diversion program and the youth will be assessed and referred to supportive/restorative services in lieu of being arrested.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The amount of the grant is $218,356.00 to be paid from various account indicated in the attached

budget. There is no match requirement for the grant.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

IMPACT ON INDIRECT COSTS:

None.

CONFORMITY TO COUNTY PRIORITIES:

The program will be a collaboration with Michigan State University and Easterseals of Michigan.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request of the Family Division Administrator to authorize accepting the Racial & Ethnic Disparities Reduction Grant, in the amount of $218,356.00, to fund a school-based diversion program for the period commencing October 1, 2024, through September 30, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), the Chief Financial Officer is directed to make the necessary budget amendments, and the Presiding Judge of the Family Division of the Genesee County 7th Circuit Court is authorized to execute the grant agreement.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Genesee County Circuit Court
900 S. Saginaw St
Flint MI 48502 1517
Federal I.D.#: 38-6004849, Unique Entity Identifier: YLQ1H3JSN3R8
hereinafter referred to as the "Grantee"
for
Racial and Ethnic Disparities Reduction Competitive - 2025
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2024, whichever is later, and continue through September 30, 2025. No activity will be performed and no costs to the state will be incurred prior to October 1, 2024 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2024, whichever is later, will be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is $218,356.00. Under the terms of this Agreement, the Department will provide funding not to exceed $218,356.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (http://egrams-mi.com/mdhhs).

The Agreement is designated as a:
X Subrecipient relationship (federal funding); or
Recipient (non-federal funding).

The Agreement is designated as:
Research and development project; or
X Not a research and development project.

B. Equipment Purchases and Title

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

C. Deviation Allowance

A deviation allowance modifying an established budget category by $10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to increase capacity for secure treatment beds.

4. Statement of Work:

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

5. Financial Requirements:

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

6. Performance/Progress Report Requirements:

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

7. General Provisions:

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

8. Administration of the Agreement:

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

Melinda Fandel Analyst/Specialist (517) 373-8934
fandelm@michigan.gov

Name Title Telephone No. Email Address

9. Grantee's Financial Contact for the Agreement:

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

Jessica Clemens Financial Officer

Name Title

jclemens@geneseecountymi.gov (810) 237-6121

E-Mail Address Telephone No.

10. Special Conditions:

A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.

D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.

E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE
Genesee County Circuit Court

Ashlee Barnes-Lee Professor

_____

Name Title Date

For the Michigan Department of Health and Human Services

Jeanette Hensler 09/13/2024

_____

Jeanette Hensler, Grants Division Director Date
Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

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

B. Fees

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

C. Grant Program Operation

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

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

D. Reporting

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

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than seven (7) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

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

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

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

a. Single Audit

Grantees that are a state, local government or non-profit organization that expend $1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend $1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit

Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

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

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

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

days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
   a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
   b. Ensure the subrecipient complies with all the requirements of this Agreement.
   c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
   d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
   e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with

laws, regulations and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days, or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

K. Human Subjects

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

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
   a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
   b. A criminal Proceeding;
   c. A parole or probation Proceeding;

d. A Proceeding under the Sarbanes-Oxley Act;

e. A civil Proceeding involving:

1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
2. A governmental or public entity's claim or written allegation of fraud; or
3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.

2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the http://egrams-mi.com/mdhhs website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
   a. Holding or acquiring an interest that would conflict with this Agreement;
   b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
   c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
   d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent,

affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

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

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
   b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and

c. Be provided by a company with an A.M. Best rating of “A-” or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add “the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

b. Workers’ Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

c. Employers Liability Insurance or Governmental Self-Insurance.

d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.

5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

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

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

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet

Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

a. ICHAT: Home Page - ICHAT Menu (michigan.gov)

b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us

c. National Sex Offender Registry: http://www.nsopw.gov

2 Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.

a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.

5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.

6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

II. Responsibilities - Department

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

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation

maintained by the Grantee.

B. Report Forms

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

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

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

B. Anti-Lobbying Act

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

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will

contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.

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

4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of

contract.

D. Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance

order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

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

H. Clean Air Act and Federal Water Pollution Control Act

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

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

I. Victims of Trafficking and Violence Protection Act

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

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

J. Procurement of Recovered Materials

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

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

K. Subcontracts

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

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

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

   a. Contains additional non-conflicting provisions not set forth in this Agreement;
   b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
   c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. Funding from this Agreement must not be used for the purchase of foreign goods or services.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.

5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of seven (7) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the

Department determine such an agreement is required under HIPAA.

N. Website Incorporation

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

O. Survival

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

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

   For the purpose of this Agreement the term "confidential information" means all information and documentation that:

   a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
   b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
   c. Should reasonably be recognized as confidential information of the disclosing party;
   d. Is unpublished or not available to the general public; or
   e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

   a. Subject to disclosure under the Michigan Freedom of

Information Act (FOIA);

b. Already in the possession of the receiving party without an obligation of confidentiality;

c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;

d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or

e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. The advance must not exceed 16.67 percent of the state agreement amount. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.

2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records

until fully recovered by the Department.

3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department for the same services. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

   The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

   a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
   b. A hearing by an impartial official.
   c. An opportunity for the Grantee to examine the Department's associated records.
   d. An opportunity for the Grantee to present evidence in person or in writing.
   e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
   f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

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

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website http://egrams-mi.com/mdhhs.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

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

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

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

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

2. Department-wide Payment Suspension

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

3. Final FSRs

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

F. Unobligated Funds

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

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

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

A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

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

E. Immediately if the Grantee, as determined by the State, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose the State to liability.

F. Immediately by mutual agreement of both parties

VI. Stop Work Order

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

or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

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

X. Amendments

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

XI. Liability

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

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.

B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

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

C. In the event of an incident the Grantee must:

1. Cooperate with the Department in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;
2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with comprised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
3. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

XII. State of Michigan Agreement

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

A Attachment A - Statement of Work

Objective :	To Develop Collaborative Crisis Intervention Diversion Program protocol and data collection plan
Activity :	Develop a rough draft of the protocol, processes and procedures for implementing the diversion program
Responsible Staff :	Court staff
Date Range :	10/01/2024 - 11/29/2024
Expected Outcome :	Program will have a draft of the protocols to be reviewed and revised by key stakeholders
Measurement :	Draft of protocol documents
Activity :	Key stakeholders and collaborators review and revise the protocol
Responsible Staff :	Court partner, University partner, School partner
Date Range :	10/09/2024 - 11/29/2024
Expected Outcome :	Program will have a complete draft of the protocols
Measurement :	Final protocol documents
Activity :	Development of data collection plan
Responsible Staff :	University partner and university student
Date Range :	10/01/2024 - 11/29/2024
Expected Outcome :	Submission to Institutional Review Board (IRB)
Measurement :	Data Collection Plan and completed IRB documents
Objective :	To implement Collaborative Crisis Intervention Diversion Program
Activity :	To hire and train a mental health professional and train a SRO to implement the diversion program
Responsible Staff :	Court staff and university partner
Date Range :	10/01/2024 - 10/31/2024
Expected Outcome :	To have a trained and on-boarded mental health professional and to have a trained SRO
Measurement :	Completed HR orientations and anti-racist, trauma-informed assessment and culturally relevant case management training hours
Activity :	To recruit members for the Community Restorative Practices Committee
Responsible Staff :	Court partner, University partner, School partner
Date Range :	10/01/2024 - 12/30/2024
Expected Outcome :	To have 5 committee members
Measurement :	5 committee members sign agreements
Activity :	Mental health provider comprehensive evaluate youth who are referred to the program, create case goals, and refer them to community partners for services
Responsible Staff :	Mental Health Provider
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	Data-driven assessment results to guide decision on whether to divert youth
Measurement :	final report produced
Activity :	Community Resolution Center will provide restorative justice mediation; Easter Seals of Michigan will provide intensive clinical case management services; Genesee Health Systems will provide mental health services
Responsible Staff :	CRC staff; Easterseals staff; GHS staff
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	50% of youth will be diverted and RRI reduced by 25%

Measurement :	6-week and 10-week progress reports from mental health professional
Objective :	To execute an evaluation that will monitor program implementation and program outcomes
Activity :	Weekly On-site data collection at the school; developing data collection system for assessment results and case management plans; collecting data on program implementation
Responsible Staff :	University partner and university student
Date Range :	10/01/2024 - 09/30/2025
Expected Outcome :	Strong program implementation fidelity; 50% reduction in school-based arrest, 25% reduction in RRI
Measurement :	Reports and presentations based on data analyses

B1 Attachment B1 - Program Budget Summary

PROGRAM Racial and Ethnic Disparities Reduction Competitive - 2025			**DATE PREPARED** 9/13/2024	
CONTRACTOR NAME Genesee County Circuit Court			**BUDGET PERIOD** From : 10/1/2024 To : 9/30/2025	
MAILING ADDRESS (Number and Street) 900 S. Saginaw St			**BUDGET AGREEMENT** ☑ Original ☐ Amendment	**AMENDMENT #** 0
CITY Flint	**STATE** MI	**ZIP CODE** 48502-1517	**FEDERAL ID NUMBER** 38-6004849	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	14,251.00	14,251.00
2	Fringe Benefits	5,413.00	5,413.00
3	Employee Travel and Training	0.00	0.00
4	Supplies & Materials	0.00	0.00
5	Subawards – Subrecipient Services	34,942.00	34,942.00
6	Contractual - Professional Services	156,650.00	156,650.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	7,100.00	7,100.00
Total Program Expenses		218,356.00	218,356.00
TOTAL DIRECT EXPENSES		218,356.00	218,356.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		**218,356.00**	**218,356.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	MDHHS State Agreement	218,356.00	218,356.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	218,356.00	218,356.00	0.00	0.00
	Totals	218,356.00	218,356.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	**Salary & Wages**					
	Administrator Notes : Salary for Family Division Administrator to oversee project at 5 hours per week at $54.81 per hour.	260.0000	54.810	0.000	HRS	14,251.00
2	**Fringe Benefits**					
	FICA Notes : Fringe benefits for Family Division Administrator at identified percentages of 5 hours per week at $54.81 per hour.	0.0000	7.500	14251.000		1,069.00
	Unemployment	0.0000	0.200	14251.000		29.00
	Worker's Compensation	0.0000	0.800	14251.000		114.00
	Dental Insurance	0.0000	0.990	14251.000		141.00
	Life Insurance	0.0000	0.490	14251.000		70.00
	Retirement	0.0000	8.000	14251.000		1,140.00
	Hospitalization	0.0000	20.000	14251.000		2,850.00
Total for Fringe Benefits						5,413.00
3	**Employee Travel and Training**					
4	**Supplies & Materials**					
5	**Subawards – Subrecipient Services**					
	Subrecipient Agency -Michigan State University Contact Details : Michigan State University 426 Auditorium Rd,Room 2 East Lansing,MI,48824, Phone : 5173553291	0.0000	0.000	0.000		34,942.00
6	**Contractual - Professional Services**					
	Shelley Spivack Restorative Justice Medi Contact Details : Shelley Spivack	0.0000	0.000	0.000		7,500.00

	Line Item	Qty	Rate	Units	UOM	Total
	8048 Miller Rd, Swartz Creek,MI,48473, Phone : 8107687088					
	Genesee Health Systems Contact Details : Genesee Health Systems 420 West Fifth Avenue, Flint,MI,48503, Phone : 8102573705	0.0000	0.000	0.000		7,500.00
	Easterseals of Michigan Notes : Easterseals of Michigan will provide a social worker who will be co-located at the school to help intervene and assess incidents that could lead to a petition being filed. Additionally, Easterseals can provide supportive mental health services to youth and families. Contact Details : Easter Seals of Michigan 1420 University Ave., Flint,MI,48504, Phone : 8102380475	0.0000	0.000	0.000		121,650.00
	School Resource Officer Notes : A portion of the salary of the School Resource Officer to participate in the collaborative assessments. Contact Details : Grand Blanc High School 12500 Holly Rd., Grand Blanc,MI,48439, Phone : 8105916634	0.0000	0.000	0.000		20,000.00
Total for Contractual - Professional Services						156,650.00
7	**Communications**					
8	**Grantee Rent Costs**					
9	**Space Costs**					
10	**Capital Expenditures - Equipment & Other**					

	Line Item	Qty	Rate	Units	UOM	Total
11	**Client Assistance - Rent**					
12	**Client Assistance - All Other**					
13	**Other Expense**					
	Training/Conference Notes : Training for contractual social worker to learn the required assessments	0.0000	0.000	0.000		5,000.00
	Participant Support Costs Notes : Stipend for Restorative Justice Committee members to participate in committee meetings.	0.0000	0.000	0.000		2,100.00
Total for Other Expense						7,100.00
Total Program Expenses						218,356.00
TOTAL DIRECT EXPENSES						218,356.00
INDIRECT EXPENSES						
Indirect Costs						
1	**Indirect Costs**					
2	**Cost Allocation Plan**					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						**218,356.00**

B3 Attachment B3 - Equipment Inventory Schedule

Attachment B3 - Equipment Inventory Schedule

C Attachment C - Performance Report Requirements

Attachment C - Performance/Progress Report Requirements

DESCRIPTION: REDC GRANT ACCEPTANCE
DATE: 10/8/2024

GL #	DESCRIPTION
2980-649.00-504.000	FEDERAL PARTICIPATION
2980-649.00-702.000	SALARIES & WAGES
2980-649.00-709.000	SOCIAL SECURITY
2980-649.00-718.000	MEDICAL INSURANCE
2980-649.00-726.000	DENTAL INSURANCE
2980-649.00-727.000	LIFE HEALTH INSURANCE
2980-649.00-728.000	RETIREMENT
2980-649.00-729.000	WORKERS COMPENSATION
2980-649.00-730.000	UNEMPLOYMENT
2980-649.00-801.028	OTHER CONTRACTUAL SERVICES
2980-649.00-910.004	TRAINING
2980-649.00-900.006	INCENTIVES
1010-662.00-702.000	SALARIES & WAGES
1010-662.00-709.000	SOCIAL SECURITY
1010-662.00-718.000	MEDICAL INSURANCE
1010-662.00-726.000	DENTAL INSURANCE
1010-662.00-727.000	LIFE HEALTH INSURANCE
1010-662.00-728.000	RETIREMENT
1010-662.00-729.000	WORKERS COMPENSATION
1010-662.00-730.000	UNEMPLOYMENT

Increase/(Decrease)
218,356.00
14,251.00
1,069.00
2,850.00
141.00
70.00
1,140.00
114.00
29.00
191,592.00
5,000.00
2,100.00
(14,251.00)
(1,069.00)
(2,850.00)
(141.00)
(70.00)
(1,140.00)
(114.00)
(29.00)

DESCRIPTION: REDC GRANT ACCEPTANCE
DATE: 10/8/2024

GL #	DESCRIPTION	Increase/(Decrease)
2980-649.00-504.000	FEDERAL PARTICIPATION	218,356.00
2980-649.00-702.000	SALARIES & WAGES	14,251.00
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2980-649.00-718.000	MEDICAL INSURANCE	2,850.00
2980-649.00-726.000	DENTAL INSURANCE	141.00
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2980-649.00-729.000	WORKERS COMPENSATION	114.00
2980-649.00-730.000	UNEMPLOYMENT	29.00
2980-649.00-801.028	OTHER CONTRACTUAL SERVICES	191,592.00
2980-649.00-910.004	TRAINING	5,000.00
2980-649.00-900.006	INCENTIVES	2,100.00
1010-662.00-702.000	SALARIES & WAGES	(14,251.00)
1010-662.00-709.000	SOCIAL SECURITY	(1,069.00)
1010-662.00-718.000	MEDICAL INSURANCE	(2,850.00)
1010-662.00-726.000	DENTAL INSURANCE	(141.00)
1010-662.00-727.000	LIFE HEALTH INSURANCE	(70.00)
1010-662.00-728.000	RETIREMENT	(1,140.00)
1010-662.00-729.000	WORKERS COMPENSATION	(114.00)
1010-662.00-730.000	UNEMPLOYMENT	(29.00)

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1290 **Agenda Date:** 11/13/2024 **Agenda #:** 6.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of an agreement between Genesee County and District Health Department #2 to provide for their fiduciary role for all Homeland Security Grants in Region #3; the term of this agreement is from September 1, 2023 through May 31, 2026

BOARD ACTION REQUESTED:

The Office of Genesee County Sheriff requests that the Board of Commissioners accept and sign the subrecipient agreement with Homeland Security and District Health Department #2. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation.

BACKGROUND:

The Region 3 Homeland Security Planning Board (R3HSPB) has elected and appointed the District Health Department #2 as the fiduciary for our region. The District Health Department #2 has accepted this position and has entered into an agreement with the Michigan State Police Emergency and Homeland Security Division (MSP-EMHSD) to become the sub-grantee for the region. As a result, District Health Department #2 has drafted the subrecipient agreement and is requesting review and signatures of the agreement. All grant reimbursements for the Homeland Security Grant Program in Region 3 will be administered by District Health Department #2.

DISCUSSION:

Acceptance of this grant agreement allows the Sheriff's Office to accept grant dollars from the fiduciary established by the United States Department of Homeland Security.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to County Priorities to promote public health by creating safer, healthier residents and safer communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into the 2025 Homeland Security Grant Program Subrecipient Funding Agreement between Genesee County and District Health Department #2, whereby District Health Department #2 will act as the fiduciary for the grant program, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board).

DISTRICT HEALTH DEPARTMENT No. 2
2023 HOMELAND SECURITY GRANT PROGRAM
SUBRECIPIENT FUNDING AGREEMENT

THIS SUBRECIPIENT FUNDING AGREEMENT, entered into this _____ day of _____, 20 24, by and between the DISTRICT HEALTH DEPARTMENT No. 2, a public health department serving four counties within Michigan's Region 3 and based at 630 Progress Street, West Branch, Michigan, hereinafter referred to as "DHD2", acting as Fiduciary Agent for the 2023 Homeland Security Grant Program (Fiduciary) and County of Genesee (Political Subdivision), with a fiscal year end date of September (month) 30 (day).

WITNESSETH, THAT:

WHERAS, pursuant to the Urban Cooperation Act of 1967, 1967PA 7, mcl 124.501, *et,seq.,* the Fiduciary and the Political Subdivision enter into the agreement for the purpose of passing through 2023 Homeland Security Grant Program (grant program) funds to the Political Subdivision, delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision and the Region 3 Homeland Security Planning Board regarding the grant program; and addressing use of grant program funds, including but not limited to, the purchase, use and tracking of equipment purchased with grant program funds, purchase or reimbursement of services with grant program funds, and/or reimbursement for certain salaries and/or overtime with grant program funds.

WHEREAS, DHD2 was elected and appointed Fiduciary for the 2023 Homeland Security Grant Program by the Region 3 Homeland Security Board on August 7, 2023; and District Health Department #2 accepted the position of Fiduciary and as a result entered into the 2023 Homeland Security Grant Program with the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD) and became the Subgrantee for the grant program effective September 1, 2023. In consideration of the mutual promises, obligations, representations, and assurances in the agreement, the parties agree to the following:

1. **Definitions:** The following words and expressions used throughout this agreement, whether used in singular or plural, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
   1.1. **Agreement** means the terms and conditions of this agreement, the exhibits attached hereto and any other mutually agreed to written and executed modification, amendment, or addendum.
   1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding judgement deficiency, liability, penalty, fine, litigation, costs and/or expenses, including but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

1.3. **Fiduciary** means District Health Department #2, a multi-county public health department, including, but not limited to, its Board of Health, any and all of its departments, divisions, elected and appointed officials, directors, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.

1.4. **Party/Parties** means the Fiduciary and the Political Subdivision may also be referred to individually as party or jointly as parties.

1.5. **Political Subdivision** means a Michigan Municipal Corporation including but not limited to, its Council, Board, and any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.

1.6. **Region** means the area comprised of Alcona, Arenac, Bay, Genesee, Gladwin, Huron, Iosco, Lapeer, Midland, Ogemaw, Oscoda, Saginaw, Sanilac, and Tuscola Counties. The Region mirrors the existing State Emergency Management 3rd District and the Office of the Public Health Preparedness Bio-Defense Network region.

1.7. **Region 3 Homeland Security Planning Board (Region 3 Planning Board)** means the Regional Homeland Security Planning Board for Region 3, as created by the Michigan Homeland Protection Board, and is comprised of the Counties from the Region.

1.8. **2023 Homeland Security Grant Program (grant program)** means the grant program described and explained in Exhibit B which began September 1, 2023 and ends May 31, 2026. The grant program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and plays an important role in the implementation of the National Preparedness System (NHS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient nation. CFDA #: 97.067 and Federal Award ID #: EMW-2023-SS-00022-S01.

2. **Agreement Exhibits** - The exhibits listed below, and their properly promulgated amendments are incorporated and are part of this agreement.

2.1. **Exhibit A:** Region 3 Homeland Security Planning Board minutes from August 7, 2023, re: approval of the 2023 Homeland Security Grant Program Fiduciary

2.2. **Exhibit B:** 2023 Homeland Security Grant Program agreement between the Fiduciary and the Michigan State Police Emergency Management and Homeland Security Division (MSP-EMHSD)

2.3. **Exhibit C:** FY 2023 HSGP Agreement Articles Applicable to Subrecipients

2.4. **Exhibit D:** FY 2023 HSGP Equipment Ownership Agreement

3. **Fiduciary Responsibilities**

3.1. The Fiduciary will comply with all requirements set forth in the grant program agreement between the Fiduciary and MSP-EMHSD.

3.2. The Fiduciary shall comply with all requirements set forth in the 2023 Homeland Security Grant Program guidance.

3.3. The Fiduciary shall submit all required project forms to MSP-EMHSD for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 3 Planning Board.

3.4. The Fiduciary shall reimburse the Political Subdivision for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by MSP-EMHSD and the applicable reimbursement forms reviewed and approved by MSP-EMHSD. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by MSP-EMHSD and the Fiduciary are properly executed by the parties.

3.5. The Fiduciary shall create and maintain an inventory of all equipment purchased with grant program funds in accordance with 2 CFR, Part 200.313 located at https://www.ecfr.gov

3.6. The Fiduciary shall notify the Political Subdivision at the end of the Political Subdivision's fiscal year of the dollar amount of grant program funds released to the Political Subdivision for that fiscal year.

3.7. The Fiduciary shall file this agreement pursuant to law and provide executed copies of this agreement to the Region 3 Planning Board Secretary and the Political Subdivision.

4. **Political Subdivision Responsibilities**

4.1. The Political Subdivision shall prepare all required forms for the use of grant program funds and shall submit such forms to the Region 3 Planning Board. Upon approval by the Region 3 Planning Board, the Fiduciary will forward the required forms to MSP-EMSHD for review and approval.

4.2. The Political Subdivision shall make all purchases in accordance with applicable federal, state, and local purchasing policies.

4.3. The Political Subdivision shall use the equipment purchased with grant program funds and all grant program funds in accordance with the guidance provided in the 2023 Homeland Security Grant Notice of Funding Opportunity. The Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:

4.3.1. Operation of the equipment;

4.3.2. Maintenance and repair of the equipment;

4.3.3. Replacement and repair of equipment, which is willfully or negligently lost, stolen, damaged, or destroyed;

4.3.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;

4.3.5. Insurance, license, or title for the equipment, if required by law or if the Political Subdivision deems appropriate in its discretion;

4.3.6. Training for use of the equipment, if training is not included with the purchase of the equipment;

4.3.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.

4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with grant program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision through the completion of Exhibit D, Equipment Ownership Agreement.

4.5. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision's Schedule of Expenditures of Federal Awards.

4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues with disposal of the equipment.

4.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

4.8. The Political Subdivision shall make the equipment available to the Fiduciary, MSP-EMHSD and Federal Auditors upon request.

4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.

4.10. The Political Subdivision shall comply with the applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including but not limited to the following provisions:

4.10.1. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by Federal or State audit.

4.10.2. Retain all financial records, statistical records, supporting documentation and other pertinent materials for at least three (3) years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.

4.10.3. Equipment records shall be maintained by the Political Subdivision until three (3) years after the equipment has been disposed.

4.10.4. 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 the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.

4.11. The Political Subdivision shall integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.

4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environment and Historical Preservation (EHP) program engages in a review process to ensure that federally funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.

4.13. The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S/C. 3141 *et seq)* for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing minimum wage and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: http://www.dol.gov/compliance/laws/comp.dbra.htm

4.14. Upon request, the Political Subdivision will supply to the Fiduciary any information required to meet federally mandated reporting requirements and DHS program specific reporting requirements.

4.15. The Political Subdivision must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information 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 Specific Acknowledgements and Assurances on page 1.

5. **Region 3 Planning Board Responsibilities:** The parties agree and acknowledge that the Region 3 Planning Board shall have the following responsibilities:

5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

5.2. Hold public meetings, subject to the Michigan Open Meetings Act;

5.3. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Program requirements;

5.4. Establish subcommittees to carry out its work;

5.5. Advocate for, monitor and actively engage in the implementation of the Regional Homeland Security Strategy;

5.6. Ensure that all grant projects are aligned to the appropriate FY 2023 HSGP investment and the appropriate core capability from the National Preparedness Goal. The Region 3 Homeland Security Planning Board should consider the benefits to Region 3 prior to approving projects for funding.

5.7. Ensure the Regional Fiduciary is fully apprised of all projects approved by the Region 3 Homeland Security Planning Board.

6. Duration of Interlocal Agreement -

6.1. The agreement and any amendments hereto shall be effective when executed by both parties with resolutions passed by the governing bodies of each party and shall end three (3) years from the date the grant program is closed or when terminated and/or cancelled pursuant to Section 8. The approval and terms of the agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. Liability/Assurances

7.1. Each Party shall be responsible for any claim made against that party by a third party, and for the acts of its employees or agents arising under or related to this agreement.

7.2. In any claim that may arise under or related to this agreement, each party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.

7.3. Except as provided herein, neither party shall have any right under any legal principle to be indemnified by the other party or any of its employees or agents in connection with any claim.

7.4. To the extent allowed by law, DHD2 shall hold harmless the Political Subdivision for any claims arising as a result of DHD2's performance of, or failure to perform, any of its obligations under this Agreement with the Political Subdivision or the FY 2023 Homeland Security Grant Agreement with the Michigan State Police.

7.5. To the extent allowed by law, the Political Subdivision shall hold harmless DHD2 for any claims arising as a result of the Political Subdivision's performance of, or failure to perform, any of its obligations under this Agreement with DHD2.

7.6. Nothing herein shall constitute a waiver of either party's rights with regard to governmental immunity.

7.7. Notwithstanding any other provisions of this agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of grant program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines or fees associated with an ineligible determination by the auditors.

7.8. The parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each party have legal authority to sign this Agreement and bind the parties to the terms and conditions contained herein.

7.9. Each party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws and requirements applicable to its activities performed under this Agreement, including but not limited to, the Homeland Security Grant Program Agreement, attached as Exhibit B, and the 2023 Homeland Security Grant Program Notice of Funding Opportunity.

8. **Termination and/or Cancellation of Agreement:** Either party may terminate and/or cancel the Agreement upon thirty (30) days' notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the parties' duties and obligations regarding equipment transferred to the Political Subdivision and the parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and /or cancellation.
9. **No Third Party Beneficiaries:** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
10. **Discrimination:** The Parties shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment or any matter directly or indirectly related to employment in violation of any federal, state, or local law.
11. **Permits and Licenses:** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **Reservation of Rights:** The Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **Delegation/Subcontract/Assignment:** Neither party shall delegate, subcontract and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

14. **No Implied Waiver:** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision in this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **Severability:** If a court of competent jurisdiction finds a term, or condition of this agreement to be illegal or invalid, then the term, or condition shall be deemed severed from this Agreement. All other terms, conditions and provisions of this Agreement shall remain in full force.
16. **Captions:** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions and indexes shall not be interpreted to be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **Notices:** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
    17.1. If notice is sent to the Fiduciary, it shall be addressed and sent to: District Health Department No. 2, Finance Department, 630 Progress St., West Branch, MI 48661
    17.2. If notice is sent to the Political Subdivision, it shall be sent to:_____
    _____
    17.3. Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.
18. **Governing Law:** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **Agreement Modifications or Amendments:** Any modifications, amendments, recession, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **Entire Agreement:** This agreement represents the entire agreement and understanding between the parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

IN WITNESS WHEREOF:

District Health Department No. 2:

EXECUTED: Denise M. Bryan, MPA DATE: 2-13-2024

PRINTED NAME and TITLE: Denise M. Bryan, MPA Health Officer

Political Subdivision: County of Genesee

EXECUTED: _____ DATE: _____

PRINTED NAME and TITLE: James Avery - Board Chairperson

Region 3 Homeland Security Planning Board:

EXECUTED: _____ DATE: 3-5-2024

PRINTED NAME and TITLE: Randy Miller Chair R3HSPB

Michigan 3rd District Regional
Homeland Security Planning Board
August 7, 2023
Meeting Minutes

Meeting called to order by Region 3 Homeland Security Planning Board Chairman Randy Miller on Monday, August 7, 2023 at 1:30 P.M. Meeting was held at the Bay-Arenac ISD Educational Service Center in Bay City, MI.

Roll Call:
Scott Rice (Alcona), Michael Bowers (Arenac, Iosco, Ogemaw & Oscoda), Ryan Manz (Bay), Chris Metropoulos (Genesee), Bob North (Gladwin), Randy Miller (Huron), Chuck Allen (Iosco), Sarah Whaley (Lapeer), Josh Mosher (Midland), Mark Przybylski (Saginaw), Steve Anderson (Tuscola)

Voting Members Absent:
Tori Rhoads (Alcona), James Mosciski (Arenac), Kurt Corradi (Bay), Mary Krohn (Huron), Denny Fitzpatrick (Lapeer), Jenifier Boyer (Midland), Kevin Grace (Oscoda), Cari Hillman (Saginaw), Todd Hillman (Sanilac) - excused, Rob Kelly (Region 3 HCC)

Non-Voting Members Present:
Melissa Upper (Region 3 Planner), Lt. Charles Barker (MSP-EMHSD, District 3 Coordinator), Mark Laux (MFD/RRT #31),

Non-Voting Members Absent:
Dick Ripke (Midland CCP), Christopher Lince (MFD/IMT)

Others Present:
Chief Chris Van Loo (Saginaw Twp FD), JungGa McCoy (Midland Co. EMS Task Force), Jerry Cole (Midland Co.), Karol Chase (Red Cross)

Public Comments: N/A

Minutes of the June 5, 2023 R3HSPB Meeting:

Motion 2023-0044 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the minutes of the June 5, 2023 R3HSPB meeting as presented.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Presentation on Repeater Tower in Tuscola County:

Jeff Mativa from Central Michigan Emergency Network (CMEN) was present remotely to discuss the repeater on the Tuscola County tower. The repeater is for microwaves and the antenna for the repeater is 983 feet up the tower. The antenna is no longer functioning properly and the estimated cost for the new antenna is $2,200 plus shipping and $2,575 for the installation, for a total cost just under $5,000.

Vertical Bridge is a HAM friendly organization and recently purchased the tower from Cumulus. There is currently no paperwork to support approval for public service on the tower, but a community lease agreement is being drafted that would allow equipment to be on tower at no cost and has been in the works for about two months. A repeater and equipment belonging to CMEN are also on a Cumulus tower in Flint.

Also, CMEN needs remote receivers to be installed at ten sites at approximately $500 each. This technology will allow people in outlining counties the ability to access the Tuscola repeater with low powered handhelds. All of this equipment will be District 3 assets. All but possibly a couple of counties in the easternmost portion of the region should be able to utilize this system to access the SEOC in Dimondale. The request for funding is being broken into two projects: the Tuscola repeater antenna as one project and the ten remote receivers as the other.

The main concern for this project is determining the sponsoring agency. Tuscola County does not have to be the sponsor. Mike Bowers suggested that Ogemaw County may be willing to sponsor the project. The contract with Vertical Bridge needs to be completed before this project can begin or even be considered. The agreement needs to ensure that the equipment can remain on the tower at the existing height indefinitely. Randy Miller asked to see the entire project in writing along with the quotes before funding is considered. He wants to ensure that all parts of the project are carefully considered and the rules of the grant are followed. Lt. Barker will look into the State possibly assisting with this project.

CMEN obtained a large grant and is deploying the HAM radio microwave network that will stretch across the state of Michigan. They have microwave dishes on the tower at the SEOC that are connected to their current microwave system. This allows for anything IT-based to be sent across the amateur radio network to the SEOC. This has been operational for about four months.

FY 2020 HSGP Fiduciary Report:

All FY 20 grant projects with extensions must have their reimbursement requests submitted to Melissa prior to September 30th. She will be sending out reminders for those outstanding projects soon.

Motion 2023-0045 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the additional allocation of $10.25 from the contingency fund for the FY 20 Soft Targets project of Midland County Election Security. Roll call vote.

Discussion: This is for a shipping charge that was not listed on the original quote.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0046 – Motion by Mike Bowers, seconded by Mark Przybylski, to approve the additional allocation of $270.00 from the contingency fund for the FY 20 project of Arenac County Election Security. Roll call vote.

Discussion: This is a line-item cost that was not well presented on the quote, so it was overlooked by both Melissa and Mike. This is the amount needed to fully complete the project.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0047 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the additional allocation of $4,193.00 from the RRT's FY 20 HSGP allocation for their FY 20 Emerging Threats project. Roll call vote.

Discussion: The Emerging Threats project came in higher than anticipated. Half of this project is already being funded by the RRT's allocation. This amount will close out the project and help close out the RRT's allocation, as well.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

FY 2021 HSGP Fiduciary Report:

The last opportunity to change the FY 21 required projects is September 30th. If you have a required project and you know you cannot complete it by May 31st or the total cost of the project will be less than originally anticipated, let Melissa know right away so that changes can be made. Modifications to the these projects requires FEMA approval.

A request was made in June to change the FY21 Cybersecurity project from 50/50 assessments and enhancements to only assessments and has been approved by FEMA. At the last meeting, a few of Mike Bowers' jurisdictions claimed all the funding for these assessments, but the estimates were lower than what he was actually quoted. The Arenac County Penetration Testing is being split with the FY 19 and 20 grants and needs additional funds. Oscoda Township's project will likely be canceled due to having to front the cost. Because of this, there is enough funding for the needed increases. This leaves over $8,000 remaining from the allocation. If there is interest in these funds, additional funding from FY 22 could also be used. But if the request is for enhancements and not assessments, Melissa needs to know by the September meeting so that she can request a project modification from FEMA.

Motion 2023-0048 – Motion by Steve Anderson, seconded by Mark Przybylski, to approve additional funding for the following FY 21 Cybersecurity Assessment projects: $1,312.50 for Arenac County, $3,254.00 for Iosco County, and $836.00 for Iosco County 911. Roll call vote.

Discussion: The original requests for these projects were based on cost estimates from a similar project. The new costs are from MI-DEAL vendors.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

The Emerging Threats project through Bishop Airport is wrapping up. The Soft Targets project with scene lighting for Tuscola County and signage for Huron County has been completed. The Intelligence & Information Sharing (IIS) project includes MAGLOCLEN subscriptions that were estimated to be at $4,000, but so far, the reimbursements only total $1,334. Melissa has not heard from many of the agencies that initially expressed interest in the project. The other part of this project is for license plate scanners. The City of Midland and Genesee County are interested in this project, which does need an EHP. The North American Active Assailant Conference was approved for funding under the Domestic Violent Extremism (DVE) project. There was a lot of interest for this conference, but the total requests were not nearly as high as the $20,000 Melissa anticipated and came in just under $9,000. This will allow more funds for the Rescue Task Force Equipment totaling just over $51,000.

Motion 2023-0049 – Motion by Mike Bowers, seconded by Mark Przybylski, to allow expenses for Gladwin County for the 2023 North American Active Assailant Conference.

Discussion: The board had said no new requests for this conference would be authorized after the June board meeting; however, the actual costs were about half of what was anticipated.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

JungJa McCoy from the Midland County Rescue Task Force was present to discuss the team's equipment needs. They are functioning as a specialty team. They have completed twenty-five trainings, including five tactical trainings with Midland SWAT and one live stress exercise, and two more are planned for the near future. The team already has SOPs and protocols in place.

The Midland County Rescue Task Force is asking for fifty Level II ballistic vests with six for City Fire, nineteen for MyMichigan EMS, and twenty-five going to township fire departments. There were some questions as to why the team chose to utilize Level II vests versus Level III. These are the same vests that the County's road patrol currently uses. The vests also serve as a plate carrier and the plates can be customized to each wearer's threat level and for comfort. Individuals would pay for their own personalization. The team's SOPs state that for the team to be deployed, the threat must be contained, there must be viable patients on scene, and there must be three people for force protection per rescue task force team. Currently, many other rescue task force teams are functioning without protective gear.

Jerome Township will be sponsoring this project and has allocated up to $65,000 for equipment for the Rescue Task Force Team. Their top priority is for the fifty vests at an estimated cost of $38,875. The team has already purchased tourniquets, chest seals, etc., but they are also in need of fifty helmets at an estimated cost of $19,550 and vest accessories. Mark Przybylski's request for Saginaw County includes three MCI walk kits at approximate cost of $16,000. Mike Bowers is requesting vests and helmets for his four counties but is willing to wait until the other requests have been fulfilled.

In June, a request was made to FEMA to change the training portion of the FY 22 DVE project to rescue task force equipment and to cancel the portable camera system from the FY 22 IIS project and move those funds to rescue task force equipment. This would provide $35,500 for rescue task force equipment under the FY 22 grant. Melissa is still awaiting approval of these changes. Rescue task force equipment could also be funded under DVE in the FY 23 grant, under which a minimum of 3% of the grant award must be spent.

Motion 2023-0050 – Motion by Ryan Manz, seconded by Steve Anderson, to approve the allocation of $38,875.00 for Midland Co Vests and $16,000.00 for Saginaw County MCI Kits and an additional $4,000.00 from the continency fund for the FY 21 Domestic Violent Extremism project. Roll call vote.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0051 – Motion by Sarah Whaley, seconded by Josh Mosher, to approve the allocation of $7,725.00 for Lapeer Co Nixle Annual Service from the FY 21 HSGP continency fund. Roll call vote.

Discussion: This project has always been funded under the HSGP since Lapeer County began the service. This will provide service through March 2024.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Randy reminded the board that if local funds are used to pay for a project, then grant funds cannot be used for that project in the future. It is considered supplanting. Counties should not rely on grant funds for annually recurring projects, as the funds are becoming more and more limited and restricted. Melissa will inquire whether warning notification systems can be funded under the Community Preparedness & Resilience required project.

Motion 2023-0052 – Motion by Mike Bowers, seconded Mark Przybylski, to approve the allocation of $6,000.00 for Oscoda Co Courthouse Barriers from the FY 21 HSGP continency fund. Roll call vote.

Discussion: This project will be used to create barriers for escorting defendants to and from the courtroom. These will be half walls that are bolted to the floor but are not ballistic.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

There is approximately $8,000 remaining in the FY 21 contingency fund.

FY 2022 HSGP Fiduciary Report:

Under the FY 22 grant, there was a minimum spend of 3% for each required project, with Cybersecurity being optional and all required projects totaling 30% of the grant award. This allows some flexibility in how we allocate the funds. There have been no requests for the $20,000 allocated to the FY 22 Cybersecurity project. The Soft Targets project will fund portable lighting for Lapeer County and electronic signage for Mike's counties for a total of $86,000. For the Community Preparedness & Resilience project, we have a CERT Trailer Outfitting, a base station and antenna for Gladwin County, a Citizen Corps Conference, Stop the Bleed Kits, CERT equipment, and OK to Say Radio Campaign. There is $10,000 allocated to stop the bleed kits.

Motion 2023-0053 – Motion by Steve Anderson, seconded by Mark Przybylski, to approve the allocation of $2,000.00 from the Community Resilience required project towards Stop the Bleed Kits for Tuscola County. Roll call vote.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0054 – Motion by Mark Przybylski, seconded by Steve Anderson, to approve the allocation of $2,000.00 each from the Community Resilience required project towards Stop the Bleed Kits for Saginaw, Midland, Alcona, and Genesee County with Genesee County receiving all remaining funds from the $10,000 allocation for stop the bleed kits. Roll call vote.

Discussion: Mike Bowers is also interested in kits for his counties. Additional funding for stop the bleed kits can be allocated under the FY 23 grant.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Citizen Corps has almost $10,000 allocated to them for equipment. The CCP teams need to be thinking about their needs as well as considering their next meeting date. There is also $7,000 allocated to what has been estimated to be about three months of an OK to Say Radio Campaign. We need a project lead on this campaign. Melissa has the contact information for someone from OK to Say who is willing to assist the Region with content for the radio campaign.

For the Intelligence & Information Sharing project, we are doing MAGLOCLEN subscriptions and Flock cameras. For the Domestic Violent Extremism project, we are approved for conferences and are awaiting FEMA approval on the addition of Rescue Task Force Equipment.

Motion 2023-0055 – Motion by Chris Metropoulos, seconded Mark Przybylski, to approve the allocation of $25,500.00 for Genesee Co 1000-ft Hazmat Boom from the FY 22 HSGP continency fund. Roll call vote.

Discussion: This boom would allow the team to cross the Flint River three times. The cost also includes ten anchor kits.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Motion 2023-0056 – Motion by Steve Anderson, seconded Mark Przybylski, to approve the allocation of $28,000.00 for Conferences from the FY 22 HSGP continency fund. Roll call vote.

Discussion: This allows for $2,000 per county.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

FY 2023 HSGP Fiduciary Approval:

Motion 2023-0057 – Motion by Steve Anderson, seconded Mark Przybylski, to approve District Health Department No. 2 as the FY 23 HSGP fiduciary.

Ayes: Rice, Bowers, Manz, Metropoulos, North, Miller, Bowers, Whaley, Mosher, Bowers, Bowers, Przybylski, Anderson Ayes: 13 Nays: 0 Motion carried.

Be thinking ahead to what your counties needs are that could fulfill the required projects and be ready to discuss these at next month's meeting. The projects must be finalized by the board at their October meeting, as project descriptions are due the EMHSD at the end of October. We do not have our grant award amount yet, but we must allocate a minimum of 30% of the total grant award to required projects with 3% minimum to each of following: Domestic Violent Extremism, Intelligence & Information Sharing, Soft Targets, Community Preparedness & Resilience, and Election Security. Cybersecurity is optional. A minimum of 35% must be spent on LETPA, but some of the required projects may count towards LETPA.

Committee Reports:

HCC – Rob Kelly was not available to attend today's meeting, and no report was provided.

RRT – Mark Laux reported that the team recently sent three people to a 60-hour Collapse Technician training. This class is very challenging to get into, as seats fill up very quickly. The team now has twelve members trained at the collapse technician level and 26 at the collapse operations level. Those at the technician level can deal with pre- and post-tension concrete collapse, heavy lifting with cranes, and various metal cutting options. Three people on the team are capable of teaching collapse technician training.

The team has completed Rope Rescue and Confined Space Rescue Response validation through the State and can now be deployed anywhere in the state to respond to these types of situations. The validation process took about six hours to complete two scenarios. The team will be completing their Trench Technician validation in

either September or October. The validation will require at least thirty team members for the day. None of the validations completed have been funded by the Region and each included about two months of pre-testing.

In 2024, the team will complete Hazmat validation. There is no state grain response validation. The Region 3 team could be the first team in the state to be validated in grain response. It is machinery, metal cutting, collapse, confined space, rope, and grain response all in one.

During the remainder of the year, the team will be completing some deployment exercises in southern Saginaw County and northern Bay County.

The team has used grant funding to purchase some new decontamination products. They have upgraded to Dahlgren decontamination, which is a 3-component system in which the components are mixed together based on the chemicals to be cleaned up. It is non-toxic, has a neutral pH, has no corrosivity, and has a 10-year shelf life. It is a very effective and fast working product and can be used on toxic waste, fentanyl, ricin, and meth. The only issue with this product is that it is not safe on skin.

Melissa reminded the team to start thinking about their FY 23 budget.

IMT – Scott Rice reported that he and John Jurek continue to play phone and email tag.

LETPA – Mark Przybylski reported that the committee will next meet in September.

CCP – Bob North reported that the committee will next meet in September.

Aux Comm – Mike Bowers reported that the committee did not meet this quarter. They assisted with HAM radio communications at the air show in Flint and the Sasquatch bicycle race in Ogemaw and Oscoda Counties.

MSP/EMHSD – Lt. Barker reported that third quarter reports are due. The next DC meeting will be held prior to this board meeting with extra presentations. FY 24 position descriptions are due next month.

Red Cross – No report was provided.

Unfinished Business:

Melissa reminded the group that there is no language in the by-laws concerning how funding requests come before the board and that if they want this changed, an amendment will need to be drafted and shared with the board for review at least a week prior to the next board meeting. The discussion at the last meeting was that requests should come through an EM and be approved by the LPT or come through one of the committees.

New Business: N/A

Staff Report:

The next board meeting will be September 11th due to Labor Day.

Other/Public Comments/Announcements: N/A

Adjournment:

Meeting adjourned at 2:57 P.M.

Respectfully Submitted,
Melissa Upper

Michigan State Police

Emergency Management and Homeland Security Division

Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTINGS NUMBER
District Health Department #2	Fiscal Year 2023 Homeland Security Grant Program	97.067
SUBRECIPIENT IRS/VENDOR NUMBER	**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)**	**FEDERAL AWARD DATE**
38-1911267	EMW-2023-SS-00022-S01	9/11/2023
SUBRECIPIENT UEI	**SUBAWARD PERFORMANCE PERIOD** FROM 09/01/2023 TO 05/31/2023	
NBUPML1KFH21	**SUBAWARD Budget PERIOD** 09/01/2023 05/31/2026	
RESEARCH & DEVELOPMENT	**Funding**	**Total**
N/A	Federal Funds Obligated by this Action	$772,477
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	$772,477
None on file	Total Amount of Federal Award	$772,477

FEDERAL AWARD PROJECT DESCRIPTION

Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP)

DETAILS

Funding requirements are found on page 2 (Section III) of the grant agreement.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
FEMA-GPD 400 C Street SW 3rd floor Washington, DC 20472-3645	Michigan State Police, Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan
Fiscal Year 2023 Homeland Security Grant Program
Grant Agreement

September 1, 2023 to May 31, 2026

Assistance Listings Number: 97.067
Grant Number: EMW-2023-SS-00022-S01

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

DISTRICT HEALTH DEPARTMENT #2
(hereinafter called the Subrecipient)

I. Purpose

The FY 2023 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2023 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 3 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP.

The HSGP is comprised of three grant programs, one of which is covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Allowable activities must comply with the FY 2023 HSGP Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency(FEMA) Preparedness Grants Manual, both located at http://www.fema.gov/homeland-security-grant-program, align with Michigan's FY 2023 SHSP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

II. Statutory Authority

Funding for the FY 2023 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2023 (Pub. L. No. 117-328).*

The Subrecipient agrees to comply with all FY 2023 HSGP program requirements in accordance with the FY 2023 HSGP NOFO and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, the FY 2023 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2023 HSGP Michigan Supplemental Guidance provided electronically by the MSP/EMHSD.

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

1. 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, select Title 2.

2. The FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

III. Award Amount and Restrictions

A. The **District Health Department #2**, acting as the Fiduciary Agent on behalf of the Region 3 Board, is awarded **$772,477** under the FY 2023 HSGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.

B. The FY 2023 HSGP covers eligible costs from September 1, 2023, to May 31, 2026.

C. The HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.

D. At least **$270,367** of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at National Planning Frameworks | FEMA.gov. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2023 HSGP.

E. The FY 2023 HSGP includes the following six national priority areas. A minimum of 30% of the total allocation, or at least **$231,744**, must be allocated between the six following national priority areas:
   1) Enhancing the protection of soft targets/crowded places;
   2) Enhancing information and intelligence sharing and analysis;
   3) Combating domestic violent extremism;
   4) Enhancing community preparedness and resilience;
   5) Election Security;
   6) Cybersecurity.

The priority areas of enhancing the protection of soft targets/crowded places, enhancing information and intelligence sharing and analysis, combating domestic violent extremism, enhancing community preparedness and resilience, and enhancing election security must each be funded at a minimum of **$23,175**, or 3% of the award amount, for a total of 15%. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2023 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual http://www.fema.gov/homeland-security-grant-program.

F. A maximum of **$386,238** of award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291

G. A maximum of five percent (5%) of awarded funds, **$38,623**, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the *FY 2023 HSGP NOFO* and the *FEMA Preparedness Grants Manual* located at http://www.fema.gov/homeland-security-grant-program.

H. The Subrecipient may only fund projects which directly support one of the FY 2023 HSGP grant investments. To assist Subrecipients, the Recipient has developed the *FY 2023 HSGP Michigan Supplemental Guidance* to provide additional information on developing projects consistent with the *National Preparedness Goal*, state and regional homeland security priorities, and Michigan's FY 2023 SHSP investment justification

I. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient

J. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

K. A portion of FY 2023 SHSP funds should be allocated toward sustainment of the Regional Response Team Network and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.

L. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the 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. Refer to the FY 2023 HSGP NOFO and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program for a detailed list of allowable costs and program activities under this grant.

C. The subrecipient shall not use FY 2023 HSGP 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. The Subrecipient agrees to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Make all purchases in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at http://www.ecfr.gov.

2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.

3. Submit regional board-approved projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines, must directly support one of the FY 2023 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.

4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every odd calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the **Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit, by email to msp-emhsd-audit@michigan.gov or by mail to: PO Box 30634, Lansing, Michigan 48909**. The physical inventory must be submitted to the Audit Unit by July 31, of the same year the inventory is completed. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsd or by emailing EMD_HSGP@michigan.gov.

5. If the Subrecipient purchases equipment for a local governmental unit with FY 2023 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local

governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

6. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.

7. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

8. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:

   a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
   b. 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.
   c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for at least three years after their disposition.
   d. Non-federal organizations which expend $750,000 or more in any federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1996, and 2 C.F.R., Part 200.
   e. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.

9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. The NIMS information is available at http://www.fema.gov/national-incident-management-system. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.

10. 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 (E.O.) 13347.

11. **Environmental and Historic Preservation Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval.

    Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at https://www.sam.gov.

13. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005.

14. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

15. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.

16. The Subrecipient must acknowledge and agree to comply with applicable provisions governing 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 DHS Standard Terms and Conditions | Homeland Security, specifically in the DHS General Acknowledgements and Assurances on page 1.

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

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at http://www.michigan.gov/emhsd. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds which are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of $10,000 or more. All of the following requirements must be met when requesting advanced funds:

A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
B. The Subrecipient must place advanced funds in an interest-bearing account.
C. The Subrecipient may retain interest up to $500 per year (2 CFR, Part 200.305) for administrative expenses incurred for all federal grants combined.
D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over $500.
E. The Subrecipient must remit any interest earned over $500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Financial Management and Audit Section, P.O. Box 30634, Lansing, Michigan, 48909.
F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued 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 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 September 1, 2023 to May 31, 2026. 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. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

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/its 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 follow grant agreement requirements or special conditions.
D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
E. Failure to submit required reports.
F. Filing of a false certification in the application or other report or document.
G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

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 (FOIA)

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

District Health Department No. 2
Subrecipient Name

NPUPNLJKFH21
Subrecipient's UEI Number

Denise M. Bryan, MPA
Printed Name

Administrative Health Officer
Title

Denise M. Bryan
Signature

November 2, 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

10/19/2023
Date

For the Regional Board
The Regional Board Chair's signature appears on this grant agreement as a certification that the Region 3 Homeland Security Planning Board has chosen the **District Health Department #2** to act as the Fiduciary Agent on behalf of the regional board for the FY 2023 HSGP

Randy Miller
Printed Name

Regional Board Chair
Title

Signature

11-15-23
Date

Agreement Articles Applicable to Subrecipients Fiscal Year 2023 Homeland Security Grant Program

Article I - Summary Description of Award

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 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.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

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

I. DHS financial assistance recipients 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 (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article IV - General Acknowledgements and Assurances

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

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give 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.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

Article V - Acknowledgement of Federal Funding from DHS

Recipients 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 VI - Activities Conducted Abroad

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

Article VII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 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 VIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients 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 IX - Best Practices for Collection and Use of Personally Identifiable Information

Recipients 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. 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. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article X - Civil Rights Act of 1964 - Title VI

Recipients 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XI - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients 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 XII - Copyright

Recipients 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 XIII - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 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 - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient 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 XV - 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 recipients from shifting costs that are allowable under t

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

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 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. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVII - E.O. 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 E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 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 XIX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit 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 XX - Federal Debt Status

All recipients 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 XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 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 XXII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) 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 XXIII - Hotel and Motel Fire Safety Act of 1990

Recipients 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 XXIV - 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 Fiscal Year 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 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 natio

security reasons.

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

Recipients 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 recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) 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 XXVI - Lobbying Prohibitions

Recipients 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 recipient 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 XXVII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients 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 XXIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XXIX - Non-Supplanting Requirement

Recipients 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 XXX - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXI - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients 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 XXXII - 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. 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 (EPA) 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 XXXIII - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 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 XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:
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 recipients 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 XXXV - 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 E.O. 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 percent 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, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) 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 percent.

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 at "Buy America" Preference in 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 for further information on the Buy America preference and waiver process.

Article XXXVI - SAFECOM

Recipients 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 XXXVII - Terrorist Financing

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

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

Trafficking in Persons:
Recipients 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 (TVPA), 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 XXXIX - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients 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 XL - USA PATRIOT Act of 2001

Recipients 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), which amends 18 U.S.C. sections 175-175c.

Article XLI - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of 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 XLII - Whistleblower Protection Act

Recipients 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 - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (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 recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by 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 FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLIV - 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 sub-recipients 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, 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 XLV - Acceptance of Post Award Changes

In the event 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, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVI - 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 sub-recipients, 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 FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.



Region 3 FY 2023 Homeland Security Grant Program

Equipment Ownership Agreement

Federal Award #97.067 Grant #EMW-2023-SS-00022-S01

The following equipment was purchased by _____(JURISDICTION) and reimbursed with FY 2023 Homeland Security Grant Program (HSGP) funds.

Item Description	Acquisition Cost	Qty	Serial/Model #	Location Where Equipment Is Stored

**Attach a separate list if more space is needed. Total Project cost:_____ Total Reimbursed by HSGP: _____

JURISDICTION understands that this equipment has been funded with 2023 HSGP funds and agrees to the following:

1) Equipment will be used in accordance with 2023 HSGP Notice of Funding Opportunity guidance.
2) **JURISDICTION** is responsible for any costs, fines, or fees associated with misuse or ineligible use of equipment.
3) Equipment must be kept to current national standards for readiness. Costs for insurance, title, license, maintenance, repairs, and other costs of use will be the responsibility of **JURISDICTION**.
4) Equipment will be prominently marked as "Purchased with HSGP funds."
5) **JURISDICTION** must complete disposition paperwork with EMHSD before any HSGP-funded equipment can be sold, transferred, or otherwise disposed of. All equipment documentation must be maintained for at least 3 years following the date of disposition.
6) Any equipment intended to be transferred out of Region 3 must first have the approval of the R3HSPB.
7) The cost of the equipment will be listed on **JURISDICTION'S** Schedule of Expenditures of Federal Awards (SEFA).
8) Equipment will be made available upon request to State and Federal auditors.
9) It is understood that the equipment is a regional asset and must be made available to other Region 3 agencies if requested and available. Only trained operators will use this piece of equipment.
10) **JURISDICTION** is bound to all terms and conditions specified in the 2023 HSGP Subrecipient Agreement.

By accepting this equipment, **JURISDICTION** accepts sole responsibility for the equipment and agrees to return funds if equipment is discovered to be used improperly or determined not eligible by State or Federal Auditors.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the jurisdiction he or she represents. The individual signing below certifies that the equipment received is in good order and meets the required specifications.

_____ _____
Jurisdiction *Mailing Address*

_____ _____
Printed Name of Jurisdictional Representative *Title*

_____ _____
Signature, Jurisdictional Representative *Date*

_____ _____
Signature, Melissa D. Upper (Region 3 Fiduciary Agent) *Date*

Region 3 FY 2023 Homeland Security Grant Program
Transfer of Ownership Agreement

This page is reserved for use by the **JURISDICTION** for Transfer of Ownership down to the equipment user. This section is hereby referred to as the "Transfer of Ownership Agreement."

This Transfer of Ownership Agreement should be attached to the Equipment Ownership Agreement and an Invoice of Referenced Equipment when the entity signing the Equipment Ownership Agreement is not the actual user of the equipment.

The individual or official executing this Transfer of Ownership Agreement certifies that by his/her signature he/she is authorized to sign this Transfer of Ownership Agreement and bind the user of the equipment to the same terms and conditions of the Equipment Ownership Agreement.

This Transfer of Ownership Agreement (TOA) is executed by

_____ (**JURISDICTION**) on _____ (Date)

Make/Model of Equipment: _____

Serial Number(s): _____

_____

Jurisdiction Receiving Equipment: _____

Printed Name of Individual Receiving Equipment: _____

Organization: _____

Address: _____

Phone: _____

Email: _____

Location Where Equipment Will Be Stored, (if different than above): _____

_____

_____ _____

Signature of individual receiving equipment Date

Gmail

Melissa Upper <melupper@gmail.com>

EHP Submission: Genesee Co SO Flock Cameras - R3-2022-80-0027r & R3-2023-80-0013rr

5 messages

Melissa Upper <melupper@gmail.com> Thu, Aug 15, 2024 at 1:48 PM
To: Unknown <emd_hsgp@michigan.gov>, Danielle Asbridge <asbridged@michigan.gov>

TO: EMHSD PROJECT REVIEW COMMITTEE:

Please acknowledge receipt of the attached Region 3 EHP Screening Form and support documents for R3-2022-80-0027r and R3-2023-80-0013rr, Genesee Co SO Flock Cameras. The anticipated cost of this project is $68,900.00.

This EHP was previously submitted and approved for Projects R3-2021-80-0059r and R3-2022-80-0027r. Due to unforeseen issues, the funding for this project had to be pushed back, but will still include FY 22 funds.

Please advise if you have any questions.

Thank you,

Melissa Upper
Region 3 HSPB Planner
989.736.1224

4 attachments

- **EHP Cover Letter - R3-2022-80-0027r & R3-2023-80-0013rr - Genesee Co SO Flock Cameras.pdf** 602K
- **R3-2022-80-0027r & R3-2023-80-0013rr - EHP - Genesee Co SO Flock Cameras.pdf** 3837K
- **R3-2022-80-0027r & R3-2023-80-0013rr - EHP Attachment 1 - Genesee Co SO Flock Cameras.pdf** 141K
- **R3-2022-80-0027r & R3-2023-80-0013rr - EHP Pics - Genesee Co SO Flock Cameras.pdf** 8402K

EMD_HSGP <EMD_HSGP@michigan.gov> Fri, Aug 16, 2024 at 9:54 AM
To: Melissa Upper <melupper@gmail.com>

Received and sent forward for review.

Thank you,

EMHSD HSGP Project Review Committee

Michigan State Police

Physical Address:

7150 Harris Drive

Dimondale Michigan 48821

Mailing Address:

PO Box #30634,

Lansing, MI 48909

"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"



From: Melissa Upper <melupper@gmail.com>
Sent: Thursday, August 15, 2024 1:48 PM
To: EMD_HSGP <EMD_HSGP@michigan.gov>; Asbridge, Daniele (MSP) <AsbridgeD@michigan.gov>
Subject: EHP Submission: Genesee Co SO Flock Cameras - R3-2022-80-0027r & R3-2023-80-0013rr

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

[Quoted text hidden]

EMD_HSGP <EMD_HSGP@michigan.gov> Mon, Aug 19, 2024 at 5:48 PM
To: Melissa Upper <melupper@gmail.com>

Per FEMA, if nothing has changed since the FY21 approval and nothing new needs to be reviewed, the EHP review is not required for the FY22 & FY23. Please advise if there're changes from the original approval, because then an EHP will be required.

Thank you,

EMHSD HSGP Project Review Committee

Michigan State Police

Physical Address:

7150 Harris Drive

Dimondale Michigan 48821

Mailing Address:

PO Box #30634,

Lansing, MI 48909

"A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY"



From: Melissa Upper <melupper@gmail.com>
Sent: Thursday, August 15, 2024 1:48 PM
To: EMD_HSGP <EMD_HSGP@michigan.gov>; Asbridge, Daniele (MSP) <AsbridgeD@michigan.gov>
Subject: EHP Submission: Genesee Co SO Flock Cameras - R3-2022-80-0027r & R3-2023-80-0013rr

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

TO: EMHSD PROJECT REVIEW COMMITTEE:

[Quoted text hidden]

Melissa Upper <melupper@gmail.com> Tue, Aug 20, 2024 at 10:59 AM
To: EMD_HSGP <EMD_HSGP@michigan.gov>

There are no changes from the original EHP.

Melissa Upper
Region 3 HSPB Planner
989.736.1224

[Quoted text hidden]

EMD_HSGP <EMD_HSGP@michigan.gov> Tue, Aug 20, 2024 at 11:22 AM
To: Melissa Upper <melupper@gmail.com>

Thank you for the confirmation. No further EHP review is required then per FEMA, as the FY21 & FY22 approvals R3-2021-80-0059r & R3-2022-80-0027r cover the EHP for R3-2023-80-0013rr, since no changes are occurring. Please submit this email along with your reimbursements under the above AAF numbers.

[Quoted text hidden]

Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov **REVISION DATE: 10/2023** **MSP/EMHSD Tracking Number:** R3-2023-80-0013rr

Alignment and Allowability Form

1.A Subrecipient Name:			District Health Department No. 2				
1.B Region:	3-Three	**1.C** Regional Fiduciary:	Yes	**1.D** Date Sent:	**July 24, 2024**	**1.E** Category:	Sustaining or maintaining a current capability
1.F Subrecipient Point of Contact:			Melissa Upper		**1.I** Project Lead (If applicable):		
1.G Subrecipient Email Address:			melupper@gmail.com		**1.J** Project Lead Email Address:		
1.H Subrecipient Phone Number:			989-736-1224		**1.K** Project Lead Phone Number:		

Part II - ALIGNMENT REVIEW ✓

2.A Grant Year:	_2023	**2.B** Grant Program:	HSGP-State Homeland Security Program (LETPA) ✓
2.C Investment Title:		FY23 SHSP - (3) Intelligence and Information Sharing ✓	
2.D Investment Project Number:	8 ✓	**2.E** Investment Project Title:	Intelligence & Information Sharing (National Priority) ✓
2.F National Priority:	✓ Information and Intelligence Sharing and Analysis	**2.G** Local Sub-Project Identifier, if needed **(SUBRECIPIENT USE ONLY)**:	Genesee Co SO Flock Cameras IIS

2.H Investment and Investment Project Alignment:

This project aligns with the following Investment Statement: "This investment will allow Michigan to sustain the primary fusion center, the Michigan Intelligence Operations Center (MIOC), support the Detroit Southeast Michigan Intelligence Information Center (DSEMIIC), and continue to address functional area shortfalls related to the Intelligence and Information Sharing capability identified in the 2021 SPR." This project aligns with the Core Capability, Intelligence & Information Sharing, and in the supported activities of analysis of intelligence and information, continuous threat assessment, monitoring information, exploiting and processing information, and gathering intelligence. This project also aligns with Investment Project #8, Intelligence & Information Sharing (National Priority), in that it will enhance and expand the terrorism related information sharing activities of Region 3 law enforcement agencies through the installation and sustainment of Flock cameras systems for Region 3 law enforcement agencies.

This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the gathering of information and sharing of timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United States, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, terriorial, Federal, and other stakeholders.

The budget for this project will total $70,874.00 and will include funding for up to 60 memberships for the MAGLOCLEN RISS Program, which offers secure information sharing and communications capabilities, critical analytical and investigative support services, and event deconfliction to enhance officer safety. The RISS Program supports efforts against organized and violent crime, gang activity, drug activity, terrorism and violent extremism, human trafficking, identity theft, cybercrime, and other regional priorities. This project will also fund a combination of up to twenty mobile data terminals (MDTs), body cameras, and in-car camera systems, which will allow regional law enforcement personnel to gather and utilize intelligence from their person and patrol vehicles allowing for personnel to receive and send vital information as soon as it is available. The stationery license plate readers will be located at high traffic locations and used to track the movement of suspicious actors and gather vital intelligence which will also be monitored by local law enforcement. ✓

2.I Homeland Security Strategy (SHSS or RHSS) Goal (**OPTIONAL**):	Goal 6: Enhance intelligence & information sharing among private & public stakeholders
2.J Homeland Security Strategy (SHSS or RHSS) Objective (**OPTIONAL**):	Obj. 6.3: Support intelligence & information sharing training & equipment for Region 3 LE agencies
2.K Core Capability 1:	Prevention - Intelligence and Information Sharing ✓
2.L Core Capability 2:	Protection - Intelligence and Information Sharing ✓

FOR MSP/EMHSD USE ONLY:

Investment Alignment Review:	☒ Justification Accepted	☐ Justification Denied	Reviewer/Date:		8/14/24
EQ	***** Please See Part III - Section 3.A - 3.I for the Allowability Review *****				

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Alignment and Allowability Form			
Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 10/2023**	**MSP/EMHSD Tracking Number:**	R3-2023-80-0013rr

This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

Part III - ALLOWABILITY REVIEW

3.A Solution Area:	Equipment	**3.B** AEL Number:	See Section 3.C

3.C Detailed Description of Costs:

This project will fund the following:

First year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable)) @ $3,100.00 ea. = $31,000.00 (AEL: 03OE-01-ALPR)

Qty six (6) Standard Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling@ $650.00 ea. = $3,900.00 (AEL: 21GN-00-INST, 21-GN-00-SHIP)
Qty four (4) MASH Tested Pole Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling @ $1,250.00 ea. = $5,000.00 (AEL: 21GN-00-INST, 21GN-00-SHIP)
Qty one (1) Advanced Search OS Upgrade to include convoy analysis, multi geo search, and visual search = $2,700.00 (AEL: 03OE-01-ALPR)

Second year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable) @ $3,100.00 ea. = $31,000.00 (AEL: 03OE-01-ALPR)

Total esimated project cost = $73,600.00

Region 3 would like to request the following modification for Project R3-2023-80-0013r in Section 3.C to include the following:
First year of user and software fees for qty 10 law enforcement grade infrastructure-free (solar power + LTE) license plate recognition cameras with Vehicle Fingerprint technology (proprietary machine learning software) and real-time alerts for unlimited users (Flock Safety Falcon or comparable)) @ $3,100.00 ea. = $31,000.00 (AEL: 03OE-01-ALPR)
Qty six (6) Standard Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling@ $650.00 ea. = $3,900.00 (AEL: 21GN-00-INST, 21-GN-00-SHIP)
Qty four (4) MASH Tested Pole Implementation Fee - One-time professional services engagement to include site and safety assessment, camera setup and testing, and shipping and handling @ $1,250.00 ea. = $5,000.00 (AEL: 21GN-00-INST, 21GN-00-SHIP)

3.D Quantity:	N/A	**3.E** Unit Cost:	Various	**3.F** Total Cost:	$73,600

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Alignment and Allowability Form

Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 10/2023**	**MSP/EMHSD Tracking Number:**	R3-2023-80-0013rr

3.G Detailed Narrative of Intended Use/Outcome:

This project supports preventing, protecting against and responding to acts of terrorism by providing resources to gather intelligence that can be used to anticipate and identify emerging and/or imminent threats. This project will fund part of the first and second years of user and software fees, plus installation costs, for ten FLOCK license plate recognition cameras for the Genesee County Sheriff's Office. The service will be prorated to align with the performance period of the FY 2022 and 2023 HSGPs. The camera system will be used to gather vital intelligence and track suspected terrorists. The camera system will be used to capture objective vehicle data, including license plate numbers and vehicle descriptions 24/7. The system software offers real-time hot list alerts, search-able evidence, and vehicle analytics, empowering law enforcement officers to improve response times during critical incidents and streamline investigations. The information gathered from this equipment can assist law enforcement in effectively and appropriately sharing relevant, timely and actionable information and analysis with local, state, tribal, territorial, Federal, private sector, and international partners. This project can be claimed as LETPA as it addresses the core capability of "Intelligence and Information Sharing" within the National Prevention Framework. Specifically, this project directly addresses the critical task articulated in the framework of "gather/collect information via law enforcement operations, suspicious activity reporting, surveillance, community engagement, and other activities and sources as necessary."

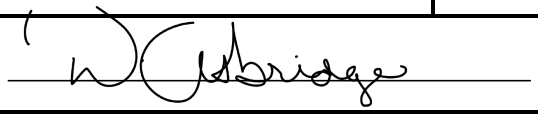
Combating terrorism continues to be a priority for the Department of Homeland Security. Our national security relies on our ability to share the right information with the right people at the right time. As the world has become increasingly networked, addressing the challenges to national security, both foreign and domestic, requires sustained collaboration and responsible information sharing. The imperative to secure and protect the American public is a partnership shared at all levels, including Federal, state, local, tribal, and territorial. Partnerships and collaborations must occur within and among intelligence, defense, diplomatic, homeland security, law enforcement, and private sector communities.

This project establishes a secure and resilient nation by providing resources and equipment that will facilitate the timely, accurate, and actionable information resulting from the planning, direction, collection, exploitation, processing, analysis, production, dissemination, evaluation, and feedback of available information concerning threats to the United State, its people, property, or interests; the development, proliferation, or use of WMDs; or any other matter bearing on U.S. national or homeland security by local, state, tribal, territorial, Federal, and other stakeholders. Effective homeland security operations rely on cooperation and information sharing amond federal, state, local, and tribal partners across all areas of the homeland security enterprise, including counterterrorism. Having equipment and resources that facilitate effective and timely gathering, analysis, and dissemination of intelligence and information is key to building a secure and resilient nation and comating terrorism. Completion of this project will ensure that law enforcement agencies in Region 3 have the resources to be able to gather, process, monitor, and distribute intelligence information.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible for ensuring that the maximum personnel cap amount is not exceeded.	No
3.I EHP: Will there be ANY construction, ground disturbance, renovation and/or installation, or outdoor training or exercises with this project, regardless of funding source?	Yes

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, installation, or outdoor training or exercise activities must comply with EHP standards. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.**

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

Alignment and Allowability Form						
Submit to: EMD_HSGP@michigan.gov	**REVISION DATE: 10/2023**				**MSP/EMHSD Tracking Number:**	R3-2023-80-0013rr
Part IV - TRAINING SECTION						
4.A Course Name:						
4.B Is Training a FEMA-approved Course?		**4.C** Level of Training:		**4.D** Date of Course:		
4.E Sponsoring Jurisdiction:			**4.F** Training Discipline:			
4.G Company Name:		**4.H** Training Provider:				
4.I Point of Contact:		4.J Email:				
4.K Address:				**4.L** Phone:		
PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD						
This form shall be provided with reimbursement requests to establish linkages between cost documents provided and grant allowability guidance.						
FOR MSP/EMHSD USE ONLY:						
Additional Information Requested:	☐ Yes	☐ No	Date Additional Information Requested:			
Grant Allowability Review:	☒ **Justification Accepted**	☐ **Conditional Justification Accepted**	☐ **Justification Denied**			
MSP/EMHSD REVIEWER:		Date:	8/14/24			

Justification or Conditional Justification Accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD. **Those receiving FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. This statute applies to FEMA recipients, subrecipients, and their contractors and subcontractors. The statute prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons. For additional guidance, please refer to FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).**

Ensure to follow all federal, state, and local laws related to civil rights and civil liberties.

An official website of the United States government Here's how you know

03OE-01-ALPR - System, Automated License Plate Recognition

Description

Fixed, portable, or vehicle-mounted mobile system consisting of imaging technology and optical character recognition software capable of determining the information on license plates.

Grant Notes

All Operation Stonegarden (OPSG) recipients will need to submit a detailed justification to the respective Program Analyst and obtain approval prior to the purchase of this equipment. Requests will be reviewed on a case-by-case basis.

More Information

FEMA Related Grant Programs

- Operation Stonegarden (OPSG)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Urban Area Security Initiative (UASI)

Standardized Equipment List

For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the Interagency Board's Standardized Equipment List website.

Note: Some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders

For market survey reports, visit the System Assessment and Validation for Emergency Responders website. To search for an equipment item, use the same Authorized Equipment List item number.

Note: Some equipment items may not have market survey reports.

Last updated April 18, 2024

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An official website of the United States government Here's how you know

21GN-00-INST - Installation

Description

Installation costs for authorized equipment purchased through FEMA grants.

More Information

FEMA Related Grant Programs

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Transit Security Grant Program (TSGP)
- Tribal Homeland Security Grant Program (THSGP)

- Urban Area Security Initiative (UASI)

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An official website of the United States government Here's how you know

21GN-00-SHIP - Shipping

Description

Shipping costs for equipment purchased with grant funding.

More Information

FEMA Related Grant Programs

- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Nonprofit Security Grant Program (NSGP)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Transit Security Grant Program (TSGP)
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Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1291 **Agenda Date:** 11/13/2024 **Agenda #:** 7.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract between Genesee County and Attorneys for Indigent Defense, PLLC, in the amount of $296,500.00, to provide legal representation for indigent mothers who are involved with the court in child protective proceedings; the term of this contract is from October 1, 2024 through September 30, 2025; the cost of this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

BOARD ACTION REQUESTED:

Approval of a FY25 contract between Genesee County and Attorneys for Indigent Defense, PLLC in the amount of $296,500, to provide legal representation for indigent mothers who are involved with the court in child protective proceedings; the term is from October 1, 2024 through September 30, 2025; the cost for this contract will be paid from accounts 1010-662.00-818.003($293,500) and 2915-662.00-801.004 ($3,000).

BACKGROUND:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent mothers who are involved in child protective proceedings.

DISCUSSION:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent mothers who are involved in child protective proceedings. The scope of work for legal services for indigent mothers begins at a preliminary hearing and continues through disposition, review(s) and case closure. Appeals are also included in the scope of work. The Family Division docket includes the Family Dependency Specialty Court, and the scope of work includes providing legal representation for indigent mothers in this specialty court.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The cost for this contract is $296,500.00 will be paid from accounts 1010-662.00-818.003 ($293,500) and 2915-662.00-801.004 ($3,000).

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Healthy, safe and livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Family Division Administrator to authorize entering into a contract between Genesee County and Attorneys for Indigent Defense, PLLC, whereby Attorneys for Indigent Defense will provide legal services for indigent mothers in the Family Division of the Circuit Court for the term commencing October 1, 2024, through September 30, 2025, at a cost not to exceed $296,500.00 to be paid from accounts 1010-662.00-818.003 ($293,500) and 2915-662.00-801.004 ($3,000), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Attorneys for Indigent Defense, PLLC, a Michigan Professional Limited Liability Company whose principal place of business is located at 720 Church Street, Flint, MI 48502 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Flat Fee. The Contractor shall be paid a flat fee of $293,500.00 for the performance of the Services. Payment shall be made to the contractor(s) set at an annual rate, to be paid proportionately monthly. The Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

The County will reimburse the Contractor for approved expenses incurred for attending child protective proceeding training. The total amount paid to the Contractor shall not exceed $3,000. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such

necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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 identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq*., known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal

grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_____ per occurrence and a $__2,000,000_____ aggregate limit.-. The policy shall name Genesee

County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal

or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

ATTORNEYS FOR INDIGENT DEFENSE, PLLC COUNTY OF GENESEE

By:_____
l'Lanta Robbins
Managing Attorney

Date:_____

By:_____
James Avery, Chairperson
Board of County Commissioners

Date:_____

EXHIBIT A
Description of the Services

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent mothers who are involved in child protective proceedings.

There are four (4) judges and two (2) full-time referees in the Family Division. The scope of work for legal services for indigent mothers begins at a preliminary hearing and continues through disposition, review(s) and case closure. Appeals are also included in the scope of work.

The Family Division docket includes the Family Dependency Specialty Court, and the scope of work includes providing legal representation for indigent mothers in this specialty court.

The court will review scheduling to minimize conflicts between referee hearings and trials with the judges.

One attorney will be assigned to each of the Family Division judges, and I'Lanta Robbins will act as the managing attorney.

Advance approval from the Court is required for any other attorney to provide legal services for indigent mothers under this contract.

ATTORNEYS FOR **I**NDIGENT **D**EFENSE, PLLC

720 Church Street
Flint, Michigan 48502

ATTORNEYS FOR INDIGENT DEFENSE, PLLC

LEGAL SERVICES

720 CHURCH STREET
FLINT, MICHIGAN 48502
(810) 233-9747 Phone

I'LANTA ROBBINS
TARA PARKER
MELLISA DIGIAMBERDINE
HEATHER BURNASH

October 2, 2024

Re: Contract for representation of indigent mothers-addendum

To Whom It May Concern:

Pre requested, as the managing attorney and signatory of Attorneys for Indigent Defense, PLLC, (AID), I hereby confirm that AID will assume all liability for any vehicle used in the course of this contract with Genesee County for other than Hired and Non-Owned Auto Liability insurance covered under our policy.

Sincerely,



I'Lanta M. Robbins, P64802
Managing Attorney
Attorneys for Indigent Defense, PLLC (AID)

ATTOFOR-01 RODE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (810) 767-8590 Potter & Roose Ins. Flint P.O. Box 3008 Flint, MI 48502	CONTACT NAME: Deb Rothgeb PHONE (A/C, No, Ext): 810-767-8590 FAX (A/C, No): 810-767-0567 E-MAIL ADDRESS: rothgeb_pottroose@ameritech.net
INSURED Attorneys for Indigent Defense, PLLC 720 Church St. Flint, MI 48502-1108	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Merchants Insurance Group INSURER B : CorePointe Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	N	BOPI084505	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N	N	CIC1000562-00	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	N	N	CUPI000455	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WCAI034806	4/1/2024	4/1/2025	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Professional Liability	N	N	CIC1000562-00	4/1/2024	4/1/2025	Claims Made/Occurrence	$1,000,000
B	Professional Liability	N	N	CIC1000562-00	4/1/2024	4/1/2025	Claims Made/Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

****CERTIFICATE HOLDER INCLUDED AS ADDITIONAL INSURED PER WRITTEN CONTRACT****

CERTIFICATE HOLDER

Genesee County
900 S. Saginaw St.
Flint, MI 48502-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melissa S. Rothgeb

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Date Prepared: 02/24/24

COMMERCIAL LINES POLICY
BUSINESSOWNERS POLICY DECLARATIONS

Merchants Mutual Insurance Company
Buffalo, New York

Policy Number: BOPI084505

Previous Policy Number: BOPI084505

Transaction Type: Renewal Certificate

Billing Type: DIRECT BILL

Your Agent: 76673/WSBC9/021

Named Insured and Mailing Address:
ATTORNEYS FOR INDIGENT
DEFENSE, PLLC
720 CHURCH ST
FLINT, MI 48502-1108

Agent Name and Mailing Address:
POTTER & ROOSE, INC.
P.O. BOX 3008
FLINT, MI 48502
(810)767-8590

Policy Period: From 04/01/24 to 04/01/25 12:01 a.m. Standard Time at location of designated premises. Exceptions: 12:00 noon in Michigan.

The Named Insured is: LLC

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Policy may be Subject to Audit

TOTAL POLICY PREMIUM: $ 562.00

Includes Terrorism Risk Insurance Act Premium Of: $ 2.00

Policy Subject to $150.00 Minimum Retained Premium

'This policy is exempt from the filing requirements of Section 2236 of the insurance code of 1956, 1956 PA 218, MCL500.2236.'

Authorized Representative: _____

MU 8382 (07/17) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

AGENT COPY

COMMERCIAL LINES POLICY
BUSINESSOWNERS POLICY DECLARATIONS

Policy Number: BOP I084505

Named Insured: ATTORNEYS FOR INDIGENT

Policy Period: 04/01/24 **to** 04/01/25

BUSINESS LIABILITY

	Limit of Insurance
Business Liability Limits	
General Aggregate Limit (Other than Products-Completed Operations)	$ 2,000,000
Products-Completed Operations Aggregate	$ 2,000,000
Personal and Advertising Injury	Included
Business Liability/Occurrence	$ 1,000,000
Fire Legal Liability Limit (Damage to Premises Rented to You)	$ 500,000
Medical Expense (Any One Person)	$ 15,000
Optional Liability Coverage	
Cyber Insurance	
Aggregate Limit	$ 100,000
Retro Date	04/01/18
Hired Auto & Non-Owned Auto Liability	
Each Occurrence	$ 1,000,000
Aggregate	$ 2,000,000

FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

	BP0404(0110)	HIRED AUTO AND NON-OWNED AUTO LIABILITY
	BP0415(0221)	SPOILAGE COVERAGE
	BP0417(0110)	EMPLOYMENT RELATED PRACTICES EXCUSION
	BP0446(0106)	ORDINANCE OR LAW COVERAGE
	BP0456(0110)	UTILITY SERVICES-DIRECT DAMAGE
	BP0457(0110)	UTILITY SERVICES-TIME ELEMENT
	BP0523(0115)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
	BP0542(0115)	EXCL-PUNITIVE DAMAGES RELATED TO CERTIFIED ACTS OF TERRORISM
	BP0547(0110)	COMPUTER FRAUD AND FUNDS TRANSFER FRAUD
	BP0598(0106)	AMENDMENT OF INSURED CONTRACT DEFINITION
	BP1415(0110)	LIMITED EXCLUSION - PERSONAL AND ADVERTISING INJURY LAWYERS
	MU8244(0114)	MAP OFFICE PLUS
—	MU8277(1111)	ADDITIONAL INSURED BY CONTRACT AGREEMENT OR PERMIT
	MU8285(0114)	FINE ARTS
*	MU8403(0717)	MAP POLICY JACKET
	MU9135(0917)	CYBER LIABILITY INSURANCE
	MU9139(0917)	CYBER LIABILITY - MICHIGAN CHANGES
	BP0003(0110)	BUSINESSOWNERS COVERAGE FORM
*	BP0136(0523)	MICHIGAN CHANGES
	BP0453(0110)	WATER BACKUP AND SUMP PUMP
	BP0454(0106)	NEWLY ACQUIRED ORGANIZATIONS
	BP0493(0106)	TOTAL POLL EXCL W/BLDG HEAT EQUIP EXCEPT/HOSTILE FIRE EXCEPT
	BP0501(0702)	CALCULATION OF PREMIUM
	BP0517(0106)	EXCLUSION-SILICA OR SILICA RELATED DUST
	BP0577(0106)	FUNGI OR BACTERIA EXCLUSION (LIABILITY)
	BP1504(0514)	EX ACC OR DISC OF CONF/PERS INFO & DATA RELATED LIAB W/O BI
	BP1560(0221)	CYBER INCIDENT EXCLUSION
*	MSIU05(1199)	FRAUD TIP LINE
*	MU8186(0114)	IDENTITY RECOVERY COVERAGE
	MU8239(1220)	EQUIPMENT BREAKDOWN COVERAGE
	MU8281(0907)	ASBESTOS EXCLUSION
*	MU8382(0717)	MAP POLICY DECLARATIONS
	MU8991(0315)	COMMUNICABLE DISEASE EXCLUSION

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION II - LIABILITY is revised as follows:

The following is added to paragraph **C. Who Is An Insured:**

3. Additional Insureds By Contract, Agreement Or Permit

a. Any person or organization, when you and such person or organization have agreed in writing in a contract, agreement or permit that was signed and executed prior to the "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured. A person's or organization's status as an additional insured ends when your operations for that additional insured are completed; or

(3) Your acts or omissions or the acts or omissions of those acting on your behalf in connection with premises owned by or rented to you.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

"Bodily injury", "property damage" or "personal and advertising injury" occurring after:

(a.) All work, including materials, parts or equipment furnished in connection with such work, on or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b.) That portion of "your work", out of which the injury or damage arises, has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

c. This insurance is primary if that is required by the contract, agreement or permit.

d. This insurance is non-contributory if that is required by the contract, agreement or permit.

 Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1292 **Agenda Date:** 11/13/2024 **Agenda #:** 8.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract between Genesee County and Paul Scot & Associates, in the amount of $304,000.00, to provide legal representation for indigent fathers who are involved with the court in child protective proceedings; the term of this contract is from October 1, 2024 through September 30, 2025; the cost of this contract will be paid from accounts 1010-662.00-818.003 and 2915-662.00-801.004

BOARD ACTION REQUESTED:

Approval of a FY25 contract between Genesee County and Paul Scot & Associates in the amount of $304,000.00, to provide legal representation for indigent fathers who are involved with the court in child protective proceedings; the term is from October 1, 2024 through September 30, 2025; the cost for this contract will be paid from accounts 1010-662.00-818.003($301,000) and 2915-662.00-801.004 ($3,000).

BACKGROUND:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent fathers who are involved in child protective proceedings.

DISCUSSION:

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent fathers who are involved in child protective proceedings. The scope of work for legal services for indigent fathers begins at a preliminary hearing and continues through disposition, review(s) and case closure. Appeals are also included in the scope of work. The Family Division docket includes the Family Dependency Specialty Court, and the scope of work includes providing legal representation for indigent fathers in this specialty court.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The cost for this contract is $304,000 and will be paid from accounts 1010-662.00-818.003($301,000) and 2915-662.00-801.004 ($3,000).

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

Healthy, safe and livable communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Family Division Administrator to authorize entering into a contract between Genesee County and Paul Scott & Associates, PLLC, whereby Paul Scott & Associates will to provide legal services for indigent fathers in the Family Division of the Circuit Court for the term commencing October 1, 2024, through September 30, 2025, at a cost not to exceed $304,000.00 to be paid from accounts 1010-662.00-818.003 ($301,000) and 2915-662.00-801.004 ($3,000), is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Paul Scott & Associates, PLLC,** a **Michigan Professional Limited Liability Company** whose principal place of business is located at **8445 South Saginaw Street, Suite 300, Grand Blanc, Michigan 48439** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Flat Fee. The Contractor shall be paid a flat fee of $301,000.00 for the performance of the Services. Payment shall be made to the contractor(s) set at an annual rate, to be paid proportionately monthly. The Contractor must provide to the County an invoice in a form acceptable to the County, along with any necessary supporting documentation. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

The County will reimburse the Contractor for approved expenses incurred for attending child protective proceeding training. The total amount paid to the Contractor shall not exceed $3,000. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such

necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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 identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

10. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq*., known as the "Freedom of Information Act".

11. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

12. Audit Rights

12.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

12.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal

grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

12.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

13. Identity Theft Prevention

13.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

13.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

14. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_____ per occurrence and a $__2,000,000_____ aggregate limit.-. The policy shall name Genesee

County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

14.1 Insurance Certificate and Additional Insured Coverage

1. Certificate of Insurance – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. Endorsements In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal

or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

14.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

15. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

16. General Provisions

16.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

16.1.1. The Contract – This Professional Services Contract

16.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

16.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

16.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

16.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

16.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

16.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

16.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

16.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

16.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

16.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

PAUL SCOTT & ASSOCIATES, PLLC	COUNTY OF GENESEE
By:_____	By:_____
Paul Scott	James Avery, Chairperson
Managing Attorney	Board of County Commissioners
Date:_____	Date:_____

EXHIBIT A
Description of the Services

The Family Division of the 7th Judicial Circuit Court is authorized to appoint counsel for indigent fathers who are involved in child protective proceedings.

There are four (4) judges and two (2) full-time referees in the Family Division.

The scope of work for legal services for indigent fathers begins at a preliminary hearing and continues through disposition, review(s) and case closure. Appeals and representation at PPO show-cause hearings, parenting time show causes, child support show causes, and child support arraignments are also included in the scope of work.

The Family Division docket includes the Family Dependency Specialty Court, and the scope of work includes providing legal representation for indigent fathers in this specialty court.

The court will review scheduling to minimize conflicts between referee hearings and trials with the judges.

One attorney will be assigned to each of the family division judges, and Paul Scott will act as the managing attorney.

Advance approval from the Court is required for any attorney to provide legal services for indigent fathers under this contract.

PAUL SCOTT & ASSOCIATES

PAUL SCOTT, J.D. | KELLY THOMPSON, J.D. | JESSICA SHARPE, J.D.
8445 S. Saginaw St., Ste. 300, Grand Blanc, MI 48439 | 810. 265.7161| Fax 810.771.4863

October 8, 2024

Re: Contract for representation of indigent fathers-addendum

To Whom It May Concern:

Pre requested, as the managing attorney and signatory of Attorneys for Indigent Defense, PLLC, (AID), I hereby confirm that AID will assume all liability for any vehicle used in the course of this contract with Genesee County for other than Hired and Non-Owned Auto Liability insurance covered under our policy.

Sincerely,

Paul Scott, P76128
Managing Attorney
Attorneys for Indigent Defense, PLLC (AID)

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

October 9, 2024

Genesee County
1101 BEACH ST
FLINT MI 48502-1428

Account Information:

Policy Holder Details :	**Paul Scott & Associates PLLC**

Contact Us

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/09/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
L SQUARED INSURANCE AGENCY LLC/PHS
81151214
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paul Scott & Associates PLLC
8445 S SAGINAW ST STE 300
GRAND BLANC MI 48439-2086

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		81 SBA BA4Z70	10/01/2024	10/01/2025	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			81 SBA BA4Z70	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Additional Insured - Designated Person Or Organization Form SL3042 attached to this policy.

CERTIFICATE HOLDER
Genesee County
1101 BEACH ST
FLINT MI 48502-1428

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan L. Castaneda

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Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1306 **Agenda Date:** 11/13/2024 **Agenda #:** 9.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of a grant award from the Michigan State Police, in the amount of $16,074.00, to provide for the development and maintenance of an emergency management program; the budget for this grant is attached

BOARD ACTION REQUESTED:

Authorization to accept the Emergency Management Performance Grants from Michigan State Police. This grant covers 11.417% of the cost of the Emergency Manager.

BACKGROUND:

This grant agreement provides federal pass-through funds to the Genesee County Sheriff's Office for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency. This year, our award is 11.417% of the cost of the Emergency Manager.

DISCUSSION:

None

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

This year's award is $16,074.00 and will be deposited into account 1010-426.00-504.000. There is no county match with this grant.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This grant conforms with the County Priorities by helping develop and maintain an emergency management program capable of protecting life, property, and vital infrastructure during disasters or

emergencies.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into a subrecipient grant agreement between Genesee County and the Michigan Department of State Police, Emergency Management and Homeland Security Division, whereby the grant, in the amount of $16,074.00 to be deposited into account 1010-426.00-504.000, will fund 11.417% of the cost of Genesee County's Emergency Management Manager for FYE 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

October 4, 2024

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year (FY) 2024 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 FY 2024 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than December 3, 2024.** 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 2024 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

- [X] **1. Grant Agreement**
- [X] **2. Subrecipient Risk Assessment Certification**
- [X] **3. Standard Assurances**
- [X] **4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**
- [X] **5. Audit Certification (EMHSD-053)**
- [X] **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 Genesee	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	**FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)**	**FEDERAL AWARD DATE**
38-6004849	EMC-2024-EP-05005	9/13/2024
SUBRECIPIENT UEI	**SUBAWARD PERFORMANCE PERIOD** FROM 10/1/2023 TO 9/30/2024	
XD5HMHXNBWX6	**BUDGET PERIOD** 10/1/2023 9/30/2024	
RESEARCH & DEVELOPMENT	**Funding**	**Total**
N/A	Federal Funds Obligated by this Action	**$16,074**
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	**$16,074**
None on file	Total Amount of Federal Award Committed	**$16,074**

FEDERAL AWARD PROJECT DESCRIPTION

2024 Emergency Management Performance Grants (EMPG)

DETAILS

The 2024 EMPG allocation is 11.417% 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 AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
Federal Emergency Management Agency - GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909

State of Michigan
Fiscal Year 2024
Emergency Management Performance Grant
Grant Agreement

October 1, 2023 to September 30, 2024

Assistance Listing: 97.042
Grant Number: EMC-2024-EP-05005

This Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF GENESEE
(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 2024 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 2024 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 2024 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2024 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 2024 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. 90448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the Department of Homeland Security (DHS) Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act); *Compact of Free Association Act of 2003*, as amended (Pub. L. No. 108-188)1

The Subrecipient agrees to comply with all FY 2024 EMPG program requirements in accordance with the FY 2024 EMPG NOFO, and the FY 2024 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 2024 EMPG Agreement Articles Applicable to Subrecipients.* The *FY 2024 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 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov.

B. The FEMA Policy #108-023-1, Revision 2 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance.*

III. Award Amount and Restrictions

A. The **County of Genesee** is awarded **$16,074** or **11.417**% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2024 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 is less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for EMPG form (EMHSD-17).

B. The FY 2024 EMPG covers eligible costs from October 1, 2023, to September 30, 2024. 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 five percent 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 2024 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 C.F.R. § 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 2024 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 (EMD-PUB 208) and work agreement. The FY 2024 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.

The EMPG funded programs are required to complete quarterly training and exercise reports 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 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 2024 EMPG NOFO; the FEMA FY 2024 Preparedness Grants Manual; the FY 2024 EMPG *Agreement Articles Applicable to Subrecipients,* included with the grant agreement package for reference; and the EMPG Guidebook.

C. The subrecipient shall not use FY 2024 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 Reporting Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2024 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 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 2024 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 C.F.R., 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 audits.
   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 that 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 C.F.R., 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 2024 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 2024 EMPG Work Agreement/Quarterly Report (EMHSD-31).

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 2024 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 2024 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, 2023, to September 30, 2024. 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, interests, 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 C.F.R., Part 29) and Protection of Sensitive Security Information (49 C.F.R., 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 Genesee	XD5HMHXNBWX6
Subrecipient Name	Subrecipient UEI

For the Chief Elected Official

James AVery	Board Chairperson
Printed Name	Title
Signature	Date

For the Local Emergency Manager

Christopher Metropoulos	Emergency Manager
Printed Name	Title
Signature	10-8-24
	Date

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

Capt. Kevin Sweeney	Commander, Emergency Management and Homeland Security Division
Printed Name	Title
Signature	October 4th, 2024
	Date

EMHSD-RA (06/2022)
MICHIGAN STATE POLICE
Emergency Management and Homeland Security Division

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:	County:	UEI:
County of Genesee	Genesee	XD5HMHXNBWX6

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   - ☐ No grants
   - ☐ 1-3 grants
   - ☑ 4-5 grants
   - ☐ 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   - ☐ 0-25% of staff
   - ☐ 26-50% of staff
   - ☐ 51-75% of staff
   - ☑ 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   - ☐ Yes
   - ☑ No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? ***(Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)***
   - ☑ Never Audited or No findings
   - ☐ Unsupported costs (lack of documentation)
   - ☐ Unreasonable use of funds
   - ☐ Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   - ☐ Yes
   - ☑ No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative Signature:	Date:
	10/8/2024
Authorized Representative Printed Name:	**Title:**
Christopher Metropoulos	Emergency Management Manager

Point of Contact Printed Name:	Title:	Email:
Christopher Metropoulos	Emergency Manager	cmetropoulos@geneseecountymi.gov

OMB APPROVAL NO. 1121-140
EXPIRES 5/31/2019

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

10·11·24
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 (Nonpro-curement) 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 subrecipients shall certify and disclose accordingly.

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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.

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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 convic-tion. 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 iden-tification 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 enforce-ment, 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 indentified 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 ap-plication 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, posses-sion, 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:

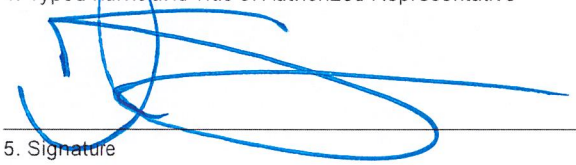
Office of Genesee County Sheriff - Emergency Management Division
1002 S Saginaw St, Flint, MI 48502

EMPG — 38-6004849

2. Application Number and/or Project Name — 3. Grantee IRS/Vendor Number

Christopher R Swanson - Sheriff

4. Typed Name and Title of Authorized Representative



10-11-24

5. Signature — 6. Date

EMHSD-053 (09/2023)
Michigan State Police
Emergency Management and Homeland Security Division

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: Emergency Management Program Grant	CFDA Number: 97.042		
II. Subrecipient Information			
Subrecipient Name: Office of Genesee County Sheriff			
Street Address: 1002 S Saginaw St	City: Flint	State: MI	ZIP Code: 48502

III. Certification for Fiscal Year

Subrecipient Fiscal Year Period: 2024 to 2025.

- [x] 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.
- [ ] 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	Date
[signature]	10-11-24

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

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

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

County of Genesee

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1101 Beach Street

Requester's name and address (optional)

6 City, state, and ZIP code

Flint, MI 48502

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. See also *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	4	8	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 Chrystal Simpson Date 10/8/24

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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
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 2024 Emergency Management Performance Grants

Article I - U.S. Department of Homeland Security (DHS) Standard Terms and Conditions Generally
The Fiscal Year (FY) 2024 the DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2024. 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 2024 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
Recipients and Subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

1. Subrecipients must cooperate with any of the DHS compliance reviews or compliance investigations.
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 coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

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 the federal award, then the recipient 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 by reference.

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

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated 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 subrecipient-owned, subrecipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article XIII - Debarment and Suspension
Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients and subrecipients from entering into covered transactions (such as 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 - Duplicative Costs
Subrecipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, subrecipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XVII - Copyright
Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients 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, 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) as part of carrying out the scope of work under a federal award 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. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 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 at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) 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 E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible for ensuring compliance with the E.O. 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 statues, 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 (codified as amended at 20 U.S.C. § 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. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 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
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 (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

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 of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

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 the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article XL - Universal Identifier and System of Award Management
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 at 10 U.S.C § 470141 U.S.C. § 4712.

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 written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article XLV - Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with the terms and conditions from the award letter and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

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.

Article XLVII – Reporting Subawards and Executive Compensation
For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1311 **Agenda Date:** 11/13/2024 **Agenda #:** 10.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of an agreement between Genesee County and FLOCK, in an amount not to exceed $60,000.00, to provide hardware and software products for twenty (20) FLOCK Safety Falcon Cameras; the term of this agreement is from October 1, 2024 through September 30, 2025; the cost of this agreement is fully grant-funded and will be paid from account 2856-310.00-801.000

BOARD ACTION REQUESTED:

Acceptance of the Genesee County Sheriff's Office and FLOCK Safety contract to provide hardware and software products for 20 FLOCK Safety Falcon Cameras through 9/30/2025. The contract extension is for a 1-year term from October 1, 2024, through September 30, 2025.

BACKGROUND:

FLOCK Safety is an integrated public safety platform that detects, centralizes, and decodes actionable evidence to increase safety, improve efficiency, and connect the community. Flock Safety Falcon ® Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

DISCUSSION:

The grant agreement from Michigan State Police, presented in RESO # 2024-1058, covers the cost of this contract.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The contract extension cost is $60,000.00, covered by the accepted grant agreement with MSP RESO # 2024-1058. This is a budgeted expense to be reimbursed 60% by grant funds and 40% county match. No additional appropriation is needed. This will be billed to account #2856-310.00-801.000.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The approval of this contract conforms to the county's priorities by promoting safe communities.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into the FLOCK Safety contract between Genesee County and FLOCK Safety (“vendor”), whereby the vendor will be providing hardware and software service for 20 FLOCK cameras for one year commencing October 1, 2024, through September 30, 2025, at a total cost not to exceed $60,000.00 to be paid through the Michigan State Police Grant accepted in RESO # 2024-1058 from account #2856-310.00-801.000, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

Flock Safety + MI - Genesee County SO

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Gwendalyn Saltal
gwen.saltal@flocksafety.com
7167964006

flock safety

EXHIBIT A
ORDER FORM

Customer:	MI - Genesee County SO	Initial Term:	12 Months
Legal Entity Name:	MI - Genesee County SO	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	1002 S Saginaw St Flint, Michigan 48502	Billing Frequency:	Annual
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$60,000.00**
Flock Safety Flock OS			
FlockOS ™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$60,000.00
Annual Recurring Subtotal:	$60,000.00
Estimated Tax:	$0.00
Contract Total:	$60,000.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

• The Term of this contract shall be from 10/01/2024 - 09/30/2025. This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference. Upon execution of this Agreement, all previously executed agreements pertaining to the Services provided shall run coterminous with the Term of this Agreement. In the event of any overlap in subscription terms and prior invoices, payments will be provided in pro rata credit. Any estimates provided on credits are subject to change based on execution of new contract.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$60,000.00
Annual Recurring after Year 1	$60,000.00
Contract Total	$60,000.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
FlockOS ™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI’s National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: MI - Genesee County SO**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

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FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: Office of Genesee County Sheriff	Contact Name: Tom Zak
Address: 1002 S Saginaw St Flint, Michigan 48502	Phone: 810 423 6329 E-Mail: tzak@geneseecountymi.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24.00 Renewal Term: 24 Months	Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Flock Falcon Camera	$2,500.00	10.00	$25,000.00
Implementation Fee	$250.00	10.00	$2,500.00

(Includes one-time fees)

Year 1 Total: $27,500.00
Recurring Total: $25,000.00

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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	**Customer:**
By: DocuSigned by: Alex Latraverse D7432021662B461...	By: DocuSigned by: Domonique Clemons E406DF80108E40C...
Name: Alex Latraverse	Name: Domonique Clemons
Title: Chief Revenue Officer	Title: Chairperson
Date: 4/26/2022	Date: 4/26/2022

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flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the order form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

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1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.
1.2. "***Agency Hardware*** " shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Agency Hardware*** " excludes the Embedded Software
1.3 "***Authorized End User(s)***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.
1.4 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.
1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.
1.6 "***Flock IP***" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.
1.8 "***Hardware***" or "***Flock Hardware***" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.
1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.
1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.
1.11 "***Non-Agency End User(s)***" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.
1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.
1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.
1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.
1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

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Agency ’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“***User ID***”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency ’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“***Permitted Purpose***”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

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the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

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capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations*.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations*"**). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and

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hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

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Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3 **Nondiscrimination.** The Contractor covenants that it will not discriminate against an employee or applicant of 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, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose

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business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement

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does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the ***"Initial Fees***") as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

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5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term*.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not

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terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for

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unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR

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OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** This Agreement is not intended to, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

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10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software

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documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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EXHIBIT A

Statement of Work

Installation of (10) Flock Cameras on existing pole or Flock-supplied pole if required or as otherwise agreed to by the parties.

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1313 **Agenda Date:** 11/13/2024 **Agenda #:** 11.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of an agreement between Genesee County and Fenton Township, in the amount of $807,277.98 per year, to provide policing services; the term of this agreement is October 1, 2024 through September 30, 2027; the budget for this agreement is attached

BOARD ACTION REQUESTED:

The approval to accept the contract agreement for Enforcement Services between the County of Genesee, The Office of Genesee County Sheriff, and the Charter Township of Fenton.

BACKGROUND:

This agreement ensures that the Sheriff's Office will provide police protection and enforce local township ordinances within the Township of Fenton's geographical area. This protection is as follows: Five (5) full-time police deputies and 60% of a detective sergeant are to provide patrol and investigative services as agreed upon by the Township and the Sheriff.

DISCUSSION:

This contract would be effective October 1, 2024, through September 30, 2027, in the amount of $807,277.98 per year.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no impact on the general fund to cover the cost of this contract. Fenton Twp will pay $807,277.98 per year for the services provided, funded from Fund 2852. A budget amendment is included in a separate request.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to County Priorities to promote safe communities and expand the county's role

as convener to enhance relationships that contribute to our community's growth.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into an Agreement for Enforcement Services between Genesee County and the Charter Township of Fenton, whereby the Office of Genesee County Sheriff will provide police protection services for the Township for the three -year term commencing October 1, 2024, through September 30, 2027, at a cost to Fenton Township of $807,277.98 each year to be paid into fund #2852, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations committee of this Board), and both the Sheriff and the Chairperson of this Board are authorized to execute the contract on behalf of Genesee County.

AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND THE CHARTER TOWNSHIP OF FENTON

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 1101 Beach Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and the **CHARTER TOWNSHIP OF FENTON**, acting through its Board of Trustees, 12060 Manatawauka Drive, Fenton, Michigan 48430 (the "Township").

WHEREAS, the Township has called upon the Sheriff to provide police protection for the township and to enforce local township ordinances and has appropriated sufficient funds to defray the cost of the services to be provided by the Sheriff under this Agreement;

WHEREAS, the Township is desirous of contracting with the Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services within Township boundaries during the period of **October 1, 2024, through September 30, 2027**;

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Township Ordinances Act 246 of 1945, as amended, (MCL 41.181 *et seq.*), and has been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, pursuant to the provisions of MCL 41.181 *et seq.*, IT IS AGREED AS FOLLOWS:

1. The Sheriff agrees to provide police protection services within the geographical area of the Township to the extent and in the manner set forth in this Agreement.

2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.

   (a) Except as otherwise provided for in this Agreement, the level of service shall be the same basic level of service that is provided for the unincorporated area of the county by the Sheriff.

   (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.

   (c) Services performed under this Agreement may include, if requested by the Township, traffic enforcement, license inspection and enforcement.

   (d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed in all townships by the Sheriff.

3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from the Township, its officers, agents, and employees.

4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered. The Sheriff will own and maintain a Wireless Access Point fixture installed on the Township building and will be permitted to alter or to remove the fixture as needed. The Township has the option, upon thirty (30) days prior written notice to the County and the Sheriff, to furnish and supply any equipment and/or supplies in order to reduce contract costs.

5. (a) The Township shall not be called upon to assume the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the Township, or any liability other than that provided for in this Agreement.

   (b) Except as herein otherwise specified, the Township shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless the Township against any such claim.

6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the Township, its officers, or employees, and the Township shall defend and hold harmless the County, its officers, and employees against any such claims.

7. The Township, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold harmless the Township, its officers, and employees against any such claims.

8. (a) Unless sooner terminated, this Agreement shall be for a term commencing on **October 1, 2024, and ending September 30, 2027**, with the option to extend for two (2) one-year terms upon presentation and acceptance of the then-current budget figures.

   (b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.

9. (a) The Township agrees to pay the County the cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed approximately **$807,277.98** per calendar year (See Exhibit A). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, the Township furnishes any equipment and/or supplies resulting in a reduced cost.

   (b) In addition to the basic costs designated in subparagraph 9(a), the Township agrees to pay costs for overtime incurred in the course of providing the services under this Agreement, and for time spent in Court when such time is an additional cost.

   (c) The Township is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.

(d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by the Township on receipt of the CFO's monthly statement.

(e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and the Township agrees to reimburse the County to the extent of the increased costs.

(f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. The Township agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to the Township, for the actual time period that officer is on assignment to the Township. The Township will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to the Township. The County will bill the Township annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time actually taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from the Township.

(g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.

(h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit A to this Agreement and the Township declines to pay County for such additional costs.

10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to the Township on a monthly basis.

11. (a) It is understood and agreed that the offenses for which any arrests are made under Township ordinances or civil or criminal infractions shall be prosecuted in the District Court by the Township Attorney, and that any resulting fines collected pursuant to conviction or plea shall be paid over to the Treasurer of the Township as provided by statute and/or court rule.

(b) The Sheriff shall, on a monthly basis, make liquor inspections in the Township on all licensed establishments and all fees for said services shall be paid over to the Township Treasurer.

12. (a) The police protection shall be as follows: Five (5) full-time police deputies and 60% of a Detective Sergeant to provide patrol and investigative services as agreed upon between the Township and the Sheriff.

(b) The supervision for the police protection shall be as follows:

(1) First line supervision shall be the shift sergeant, if available, who will be on patrol for the entire County, and will be in and out of the Township on an irregular

schedule.

(2) Second line supervision shall be the Captain of Law Enforcement.
(3) Third line supervision shall be the Undersheriff.
(4) Fourth line supervision shall be the Sheriff.

13. Copies of the daily activity reports, in addition to a monthly report, will be submitted to the Township Board or a particular committee, monthly or as requested, and the copies will be returned to the Sheriff. The Sheriff will maintain liaison with the Township Board.

14. At all hours, residents of the Township may request emergency police assistance by telephoning 911 and may obtain information by telephoning (810) 257-3422.

15. Sheriff and Township agree that, subject to the Office of the Sheriff Wrecker Policy, motor vehicle towing service companies having a principal place of business in the Township will be used for all motor vehicle towing service calls within the Township unless the owner of the disabled motor vehicle requests a different motor vehicle towing service company.

16. The Township patrol car will not be sent out of the Township on any call unless the complaint is of an emergency nature and only after obtaining verbal permission of a sergeant or higher-ranking officer. If any car is sent out of the Township on such an emergency, it will be sent merely to assist in, and not to investigate, the complaint.

17. General Provisions

(a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services and the Projected Budget (Exhibit A), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

(b) Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of 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, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.

(c) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of the Township.

(d) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.

(e) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

(f) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of

the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

(g) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

(h) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

(i) Remedies. All remedies specified in this Agreement are non-exclusive. Both parties reserve the right to seek any and all remedies available under this Agreement and applicable law in the event that either party fails to abide by the terms of this Agreement.

(j) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the Township, by Resolution adopted by its Township Board, has authorized this Agreement to be executed by its Supervisor and its Clerk, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of both resolutions being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

COUNTY OF GENESEE

BY: James Avery, Chairperson

Date: _____

BY: Christopher R. Swanson, Sheriff

Date: 10 · 11 · 24

CHARTER TOWNSHIP OF FENTON

BY: Vince Lorraine, Supervisor

Date: 10-1-24

BY: Robert E. Krug, Clerk

Date: 10-1-24

Fenton Township
Service Dates 10/1/24-9/30/25

Account Name	Patrol Budget
Salary Permanent	359,865.38
Salary Overtime	26,000.00
Salary Premium	7,000.00
Longevity	9,892.55
Salaries Total	402,757.92
Social Security	30,810.98
Medical Insurance	83,974.85
Optical Insurance	644.83
Dental Insurance	4,602.33
Life Health Insurance	2,976.44
Retirement	142,569.81
Workers Compensation	6,041.37
Unemployment	805.52
Post-Retirement Benefits	44,260.93
Fringes Total	316,687.06
Training	1,800.00
Laundry Robes Uniforms	2,000.00
Motor Pool Charges	66,000.00
Governmental Service Fee (CSA)	18,033.00
Other Non-Personnel Exp. Total	87,833.00
Expense Total	807,277.98

AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND THE CHARTER TOWNSHIP OF FENTON

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 1101 Beach Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and the **CHARTER TOWNSHIP OF FENTON**, acting through its Board of Trustees, 12060 Manatawauka Drive, Fenton, Michigan 48430 (the "Township").

WHEREAS, the Township has called upon the Sheriff to provide police protection for the township and to enforce local township ordinances and has appropriated sufficient funds to defray the cost of the services to be provided by the Sheriff under this Agreement;

WHEREAS, the Township is desirous of contracting with the Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services within Township boundaries during the period of **October 1, 2024, through September 30, 2027**;

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Township Ordinances Act 246 of 1945, as amended, (MCL 41.181 *et seq.*), and has been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, pursuant to the provisions of MCL 41.181 *et seq.*, IT IS AGREED AS FOLLOWS:

1. The Sheriff agrees to provide police protection services within the geographical area of the Township to the extent and in the manner set forth in this Agreement.

2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.

   (a) Except as otherwise provided for in this Agreement, the level of service shall be the same basic level of service that is provided for the unincorporated area of the county by the Sheriff.

   (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.

   (c) Services performed under this Agreement may include, if requested by the Township, traffic enforcement, license inspection and enforcement.

   (d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed in all townships by the Sheriff.

3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from the Township, its officers, agents, and employees.

4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered. The Sheriff will own and maintain a Wireless Access Point fixture installed on the Township building and will be permitted to alter or to remove the fixture as needed. The Township has the option, upon thirty (30) days prior written notice to the County and the Sheriff, to furnish and supply any equipment and/or supplies in order to reduce contract costs.

5. (a) The Township shall not be called upon to assume the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the Township, or any liability other than that provided for in this Agreement.

   (b) Except as herein otherwise specified, the Township shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless the Township against any such claim.

6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the Township, its officers, or employees, and the Township shall defend and hold harmless the County, its officers, and employees against any such claims.

7. The Township, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold harmless the Township, its officers, and employees against any such claims.

8. (a) Unless sooner terminated, this Agreement shall be for a term commencing on **October 1, 2024, and ending September 30, 2027**, with the option to extend for two (2) one-year terms upon presentation and acceptance of the then-current budget figures.

   (b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.

9. (a) The Township agrees to pay the County the cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed approximately **$807,277.98** per calendar year (See Exhibit A). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, the Township furnishes any equipment and/or supplies resulting in a reduced cost.

   (b) In addition to the basic costs designated in subparagraph 9(a), the Township agrees to pay costs for overtime incurred in the course of providing the services under this Agreement, and for time spent in Court when such time is an additional cost.

   (c) The Township is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.

(d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by the Township on receipt of the CFO's monthly statement.

(e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and the Township agrees to reimburse the County to the extent of the increased costs.

(f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. The Township agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to the Township, for the actual time period that officer is on assignment to the Township. The Township will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to the Township. The County will bill the Township annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time actually taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from the Township.

(g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.

(h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit A to this Agreement and the Township declines to pay County for such additional costs.

10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to the Township on a monthly basis.

11. (a) It is understood and agreed that the offenses for which any arrests are made under Township ordinances or civil or criminal infractions shall be prosecuted in the District Court by the Township Attorney, and that any resulting fines collected pursuant to conviction or plea shall be paid over to the Treasurer of the Township as provided by statute and/or court rule.

(b) The Sheriff shall, on a monthly basis, make liquor inspections in the Township on all licensed establishments and all fees for said services shall be paid over to the Township Treasurer.

12. (a) The police protection shall be as follows: Five (5) full-time police deputies and 60% of a Detective Sergeant to provide patrol and investigative services as agreed upon between the Township and the Sheriff.

(b) The supervision for the police protection shall be as follows:

(1) First line supervision shall be the shift sergeant, if available, who will be on patrol for the entire County, and will be in and out of the Township on an irregular

schedule.

(2) Second line supervision shall be the Captain of Law Enforcement.

(3) Third line supervision shall be the Undersheriff.

(4) Fourth line supervision shall be the Sheriff.

13. Copies of the daily activity reports, in addition to a monthly report, will be submitted to the Township Board or a particular committee, monthly or as requested, and the copies will be returned to the Sheriff. The Sheriff will maintain liaison with the Township Board.

14. At all hours, residents of the Township may request emergency police assistance by telephoning 911 and may obtain information by telephoning (810) 257-3422.

15. Sheriff and Township agree that, subject to the Office of the Sheriff Wrecker Policy, motor vehicle towing service companies having a principal place of business in the Township will be used for all motor vehicle towing service calls within the Township unless the owner of the disabled motor vehicle requests a different motor vehicle towing service company.

16. The Township patrol car will not be sent out of the Township on any call unless the complaint is of an emergency nature and only after obtaining verbal permission of a sergeant or higher-ranking officer. If any car is sent out of the Township on such an emergency, it will be sent merely to assist in, and not to investigate, the complaint.

17. General Provisions

(a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services and the Projected Budget (Exhibit A), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

(b) Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of 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, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.

(c) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of the Township.

(d) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.

(e) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

(f) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of

the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

(g) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

(h) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

(i) Remedies. All remedies specified in this Agreement are non-exclusive. Both parties reserve the right to seek any and all remedies available under this Agreement and applicable law in the event that either party fails to abide by the terms of this Agreement.

(j) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the Township, by Resolution adopted by its Township Board, has authorized this Agreement to be executed by its Supervisor and its Clerk, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of both resolutions being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

COUNTY OF GENESEE

BY: James Avery, Chairperson

Date: _____

BY: Christopher R. Swanson, Sheriff

Date: 10-11-24

CHARTER TOWNSHIP OF FENTON

BY: Vince Lorraine, Supervisor

Date: 10-1-24

BY: Robert E. Krug, Clerk

Date: 10-1-24

Fenton Township
Service Dates 10/1/24-9/30/25

Account Name	Patrol Budget
Salary Permanent	359,865.38
Salary Overtime	26,000.00
Salary Premium	7,000.00
Longevity	9,892.55
Salaries Total	402,757.92
Social Security	30,810.98
Medical Insurance	83,974.85
Optical Insurance	644.83
Dental Insurance	4,602.33
Life Health Insurance	2,976.44
Retirement	142,569.81
Workers Compensation	6,041.37
Unemployment	805.52
Post-Retirement Benefits	44,260.93
Fringes Total	316,687.06
Training	1,800.00
Laundry Robes Uniforms	2,000.00
Motor Pool Charges	66,000.00
Governmental Service Fee (CSA)	18,033.00
Other Non-Personnel Exp. Total	87,833.00
Expense Total	807,277.98

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1314 **Agenda Date:** 11/13/2024 **Agenda #:** 12.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of an agreement between Genesee County and Vienna Township, in the amount of $1,353,421.10, to provide policing and school resource officer services; the term of this agreement is from January 1, 2025 through December 31, 2025; the budget for this agreement is attached

BOARD ACTION REQUESTED:

The approval to accept the contract agreement for Enforcement Services between the County of Genesee, The Office of Genesee County Sheriff, and the Charter Township of Vienna.

BACKGROUND:

This agreement ensures that the Sheriff's Office will provide police protection and enforce local township ordinances within the Township of Vienna's geographical area. This protection includes seven (7) full-time police deputies, one (1) full-time Lieutenant to provide road patrol and investigative services and two School Resource Officers to provide police protection and related law enforcement services for the Clio Area School District,

DISCUSSION:

This contract would be effective January 1, 2025, through December 31, 2025, in the amount of $1,141,555.86 for road patrol and $211,865.24 for the school resource officers with the option to extend for two (2) one-year terms

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no impact on the general fund to cover the cost of this contract. All services provide will be covered at the cost of The Township of Vienna in the amount of $1,353,421.10 to be accounted for in fund 2851.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to County Priorities to promote safe communities and expand the county's role as convener to enhance relationships that contribute to our community's growth

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into an Agreement for Enforcement Services between Genesee County and the Township of Vienna, whereby the Sheriff's Office will provide both (1) police protection services for the Township and (2) police protection and related law enforcement services for the Clio Area School District, at a total cost to the Township of $1,353,421.10 to be deposited into account #2851, for the term commencing January 1, 2025, through December 31, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and both the Sheriff and the Chairperson of this Board are authorized to execute the agreement on behalf of Genesee County.

AGREEMENT FOR ENFORCEMENT SERVICES
BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF
THE GENESEE COUNTY SHERIFF, AND THE CHARTER TOWNSHIP OF VIENNA

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 1101 Beach Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), and the **CHARTER TOWNSHIP OF VIENNA**, acting through its Board of Trustees, 3400 West Vienna Road, Clio, Michigan 48420 (the "Township").

WHEREAS, the Township has called upon the Sheriff to provide police protection for the Township and to enforce local Township ordinances and has appropriated sufficient funds to defray the cost of the services to be provided by the Sheriff under this Agreement;

WHEREAS, the Township is desirous of contracting with the Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services within Township boundaries during the period of **January 1, 2025, through December 31, 2025**;

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Township Ordinances Act 246 of 1945, as amended, (MCL 41.181 *et seq.*), and has been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, pursuant to the provisions of MCL 41.181 *et seq.*, IT IS AGREED AS FOLLOWS:

1. The Sheriff agrees to provide police protection services within the geographical area of the Township to the extent and in the manner set forth in this Agreement. The Sheriff further agrees to assign two School Resource Officers to provide police protection and related law enforcement services for the Clio Area School District.

2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.

   (a) Except as otherwise provided for in this Agreement, the level of service shall be the same basic level of service that is provided for the unincorporated area of the county by the Sheriff.

   (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.

   (c) Services performed under this Agreement may include, if requested by the Township, traffic enforcement, license inspection and enforcement.

(d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed in all townships by the Sheriff.

3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from the Township, its officers, agents, and employees.

4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered. The Sheriff will own and maintain a Wireless Access Point fixture installed on the Township building and will be permitted to alter or to remove the fixture as needed. The Township has the option, upon thirty (30) days prior written notice to the County and the Sheriff, to furnish and supply any equipment and/or supplies in order to reduce contract costs.

5. (a) The Township shall not be called upon to assume the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the Township, or any liability other than that provided for in this Agreement.

(b) Except as herein otherwise specified, the Township shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless the Township against any such claim.

6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the Township, its officers, or employees, and the Township shall defend and hold harmless the County, its officers, and employees against any such claims.

7. The Township, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold harmless the Township, its officers, and employees against any such claims.

8. (a) Unless sooner terminated, this Agreement shall be for a term commencing on **January 1, 2025, and ending December 31, 2025**, with the option to extend for two (2) one-year terms upon presentation and acceptance of the then-current budget figures.

(b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.

9. (a) The Township agrees to pay the County the cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed **$1,141,555.86** for the road patrol officers and **$211,865.24** for the School Resource Officers for calendar year January 1, 2025, to December 31, 2025 (See Exhibit A). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, the Township furnishes any equipment and/or supplies resulting in a reduced cost.

(b) In addition to the basic costs designated in subparagraph 9(a), the Township agrees to pay costs for overtime incurred in the course of providing the services under this

Agreement, and for time spent in Court when such time is an additional cost.

(c) The Township is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.

(d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by the Township on receipt of the CFO's monthly statement.

(e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement. The County agrees to provide an explanation of the increase in cost to the Township, and the Township agrees to reimburse the County to the extent of the increased costs.

(f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. The Township agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to the Township, for the actual time period that officer is on assignment to the Township. The Township will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to the Township. The County will bill the Township annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time actually taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from the Township.

(g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.

(h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit A to this Agreement and the Township declines to pay County for such additional costs.

10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to the Township on a monthly basis.

11. (a) It is understood and agreed that the offenses for which any arrests are made under Township ordinances or civil or criminal infractions shall be prosecuted in the District Court by the Township Attorney, and that any resulting fines collected pursuant to conviction or plea shall be paid over to the Treasurer of the Township as provided by statute and/or court rule.

(b) The Sheriff shall, on a monthly basis, make liquor inspections in the Township on all licensed establishments and all fees for said services shall be paid over to the Township

Treasurer.

12. The police protection shall be as follows: Seven (7) full-time police deputies and one (1) fulltime Lieutenant to provide patrol and investigative services as agreed upon between the Township and the Sheriff; and one (1) full-time School Resource Officer (SRO) to be assigned to the Clio Area School District. The full time SRO will provide road patrol coverage for the Township when school is not in session.

A second School Resource Officer (SRO) will be assigned to the Clio School District for the school year. The second SRO will not be assigned to any road patrol duties within the Township when school is not scheduled to be in session. The second SRO and the costs associated with the position will be reassigned to a separate division when school is on a scheduled break.

See Appendix (A)

The supervision for the police protection shall be as follows:

(1) First line supervision shall be the shift sergeant, if available, who will be on patrol for the entire County, and will be in and out of the Township on an irregular schedule.
(2) Second line supervision shall be the Captain of Law Enforcement.
(3) Third line supervision shall be the Undersheriff.
(4) Fourth line supervision shall be the Sheriff.

13. Copies of the daily activity reports, in addition to a monthly report, will be submitted to the Township Board or a particular committee, monthly or as requested, and the copies will be returned to the Sheriff. The Sheriff will maintain liaison with the Township Board.

14. At all hours, residents of the Township may request emergency police assistance by telephoning 911 and may obtain information by telephoning (810) 257-3422.

15. Sheriff and Township agree that, subject to the Office of the Sheriff Wrecker Policy, motor vehicle towing service companies having a principal place of business in the Township will be used for all motor vehicle towing service calls within the Township unless the owner of the disabled motor vehicle requests a different motor vehicle towing service company.

16. The Township patrol car will not be sent out of the Township on any call unless the complaint is of an emergency nature and only after obtaining verbal permission of a sergeant or higher-ranking officer. If any car is sent out of the Township on such an emergency, it will be sent merely to assist in, and not to investigate, the complaint.

17. The Sheriff's Office agrees to assign two Genesee County Sheriff's Deputies to the School District to provide police and counseling services to students, teachers, administrators, and parents within the school system, as well as assist in the preparation of, and training for emergency preparedness plans (the "Services")

The deputies assigned to the school district shall **not** be involved in enforcing school disciplinary matters."

18. General Provisions

(a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services

and the Projected Budget (Exhibit A), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

(b) Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of 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, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.

(c) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of the Township.

(d) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.

(e) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

(f) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

(g) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

(h) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

(i) Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement t and applicable law in the event that Township fails to abide by the terms of this Agreement.

(j) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the Township, by Resolution adopted by its Township Board, has authorized this Agreement to be executed by its Supervisor and its Clerk, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of both resolutions being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

COUNTY OF GENESEE

BY: James Avery, Chairperson

Date: _____

BY: Christopher R. Swanson, Sheriff

Date: 10.11.24

CHARTER TOWNSHIP OF VIENNA

BY: Joseph A. Rizk, Supervisor

Date: 9/9/24

BY: Cynthia J. Bryan, Clerk

Date: 9-9-24

Vienna Township
Service Dates 1/1/25-12/31/25

Account Name	Patrol Budget Lt Snyder and 7 Deputies	Full-time SRO Budget Deputy Lopez	School YR SRO Budget Deputy Cutler	Total Contract Cost Budget
Salary Permanent	517,431.34	63,113.98	49,504.68	630,049.99
Salary Overtime	35,000.00	2,500.00	2,500.00	40,000.00
Salary Premium	5,000.00	800.00	700.00	6,500.00
Longevity	8,608.45	-	-	8,608.45
Salaries Total	566,039.79	66,413.98	52,704.68	685,158.44
				-
Social Security	43,302.04	5,325.47	3,787.11	52,414.62
Medical Insurance	66,968.16	21,007.68	11,658.82	99,634.66
Optical Insurance	629.76	129.72	75.32	834.80
Dental Insurance	6,583.88	815.00	638.60	8,037.48
Life Health Insurance	4,322.51	524.08	410.65	5,257.25
Retirement	188,273.91	6,961.40	4,950.47	200,185.78
Workers Compensation	8,490.60	1,044.21	742.57	10,277.38
Unemployment	1,132.08	139.23	99.01	1,370.32
Post-Retirement Benefits	45,123.32	2,600.00	2,037.26	49,760.58
Vacation Contract Payout	35,000.00	3,000.00	2,000.00	40,000.00
Fringes Total	399,826.27	41,546.79	26,399.80	467,772.86
				-
Training	2,500.00	400.00	400.00	3,300.00
Supplies	3,619.80	1,000.00	1,000.00	5,619.80
Copier Charges	-	250.00	250.00	500.00
Laundry Robes Uniforms	7,500.00	2,000.00	1,500.00	11,000.00
Motor Pool Charges	128,000.00	10,000.00	8,000.00	146,000.00
Governmental Service Fee (CSA)	34,070.00	-	-	34,070.00
Other Non-Personnel Exp. Total	175,689.80	13,650.00	11,150.00	200,489.80
Expense Total	1,141,555.86	121,610.76	90,254.48	1,353,421.10

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1315 **Agenda Date:** 11/13/2024 **Agenda #:** 13.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Sheriff Christopher R. Swanson

RE: Approval of an agreement between Genesee County, Atlas Township, and the Goodrich School Board, in the amount of $868,723.26, to provide policing and school resource officer services; the term of this agreement is from October 1, 2024 through September 30, 2025; the budget for this agreement is attached

BOARD ACTION REQUESTED:

The approval to accept the contract agreement for Enforcement Services between the County of Genesee, The Office of Genesee County Sheriff, the Township of Atlas, and the Goodrich School Board.

BACKGROUND:

This agreement ensures that the Sheriff's Office will provide police protection and enforce local township ordinances within the Township of Atlas, including the Village of Goodrich and Goodrich Area School District.

DISCUSSION:

This contract would be effective October 1, 2024, through September 30, 2025, in the amount of $868,723.26 per year to be accounted for in Fund/Department #2853-315.00 of $719,104.98 and Fund/Department #2855-308.07 of $149,618.28.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

There is no impact on the general fund to cover the cost of this contract. Atlas Twp and Goodrich School Board will pay $868,723.26 per year for the services be accounted for in Fund/Department #2853-315.00 of $719,104.98 and Fund/Department #2855-308.07 of $149,618.28

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This request conforms to County Priorities to promote safe communities and expand the county's role as convener to enhance relationships that contribute to our community's growth.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into an Agreement for Enforcement Services between Genesee County, the Township of Atlas, and the Goodrich School Board, whereby the Sheriff's Office will provide both (1) police protection services for the Township at a cost to the Township of $719,104.98, and (2) police protection and related law enforcement services for the Goodrich School District at a total cost of $149,618.28, with $44,885.48 to be paid by the Township and $104,732.80 to be paid by the School District, for the term commencing October 1, 2024, through September 30, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and both the Sheriff and the Chairperson of this Board are authorized to execute the agreement on behalf of Genesee County.

AGREEMENT FOR ENFORCEMENT SERVICES BETWEEN THE COUNTY OF GENESEE, THE OFFICE OF THE GENESEE COUNTY SHERIFF, THE TOWNSHIP OF ATLAS, AND THE GOODRICH SCHOOL BOARD

This Agreement for Enforcement Services (this "Agreement") is by and between the **COUNTY OF GENESEE**, a Michigan municipal Corporation, 1101 Beach Street, Flint, Michigan 48502 (the "County"), through the **OFFICE OF THE GENESEE COUNTY SHERIFF**, 1002 South Saginaw Street, Flint, Michigan 48502 (the "Sheriff"), the **TOWNSHIP OF ATLAS**, acting through its Board of Trustees, 7386 South Gale Road, P. O. Box 277, Goodrich, Michigan 48438-0277 (the "Township"), and the **GOODRICH SCHOOL BOARD**, 8029 South Gale Road, Goodrich, Michigan 48438 (the "Goodrich School Board").

WHEREAS, the Township and the Goodrich School Board has called upon the Sheriff to provide police protection for the township and the Goodrich School District and to enforce local township ordinances, including the Village of Goodrich, and has appropriated sufficient funds to defray the cost of the services to be provided by the Sheriff under this Agreement;

WHEREAS, the Township and the Goodrich School Board are desirous of contracting with the Sheriff and the County for the performance by the Sheriff of the hereinafter described law enforcement services within Township boundaries during the period of **October 1, 2024, through September 30, 2025;**

WHEREAS, the County and the Sheriff agree to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS, such contracts are authorized and provided for by the provisions of the Township Ordinances Act 246 of 1945, as amended, (MCL 41.181 *et seq.*), and has been duly authorized by resolution of the Genesee County Board of Commissioners.

NOW, THEREFORE, pursuant to the provisions of MCL 41.181 *et seq.*, IT IS AGREED AS FOLLOWS:

1. (a) The Sheriff agrees to provide police protection services within the geographical area of the Township to the extent and in the manner set forth in this Agreement.

   (b) At the request of both the Township and the Goodrich School Board, the Sheriff agrees to assign one School Resource Officer to provide police protection and related law enforcement services for the Goodrich Area School District. The School Resource Officer shall be funded by the Township and the Goodrich School Board as provided for in Paragraph 9(i).

2. Except as otherwise specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the Sheriff under the applicable statutes.

   (a) Except as otherwise provided for in this Agreement, the level of service shall be the same basic level of service that is provided for the unincorporated area of the county by the Sheriff.

   (b) The rendition of such service, the standards of performance, the discipline of officers, and other matters incident to the performance of such services, and the control of personnel so

employed, shall remain in the County and the Sheriff. In the event of dispute between the parties as to the extent of duties and function to be rendered or the level or manner of performance of such service, the determination made by the Sheriff shall be final and conclusive as between the parties.

(c) Services performed under this Agreement may include, if requested by the Township, traffic enforcement, license inspection and enforcement.

(d) The services to be performed by the Sheriff pursuant to this Agreement shall be in addition to the law enforcement services routinely performed in all townships by the Sheriff.

3. To facilitate the performance of said functions, the Sheriff and the County shall have full cooperation and assistance from the Township, its officers, agents, and employees.

4. For the purpose of performing said functions, the County and the Sheriff shall furnish and supply all necessary labor, supervision, equipment, communications facilities and dispatching, and supplies necessary to maintain the level of service to be rendered. The Sheriff will own and maintain a Wireless Access Point fixture installed on the Township building and will be permitted to alter or to remove the fixture as needed. The Township and the Goodrich School Board has the option, upon thirty (30) days prior written notice to the County and the Sheriff, to furnish and supply any equipment and/or supplies in order to reduce contract costs.

5. (a) The Township and the Goodrich School Board shall not be called upon to assume the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the Township, or any liability other than that provided for in this Agreement.

(b) Except as herein otherwise specified, the Township and the Goodrich School Board shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of their employment, and the County hereby agrees to hold harmless the Township against any such claim.

6. The County, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the Township, its officers, or employees, and the Township shall defend and hold harmless the County, its officers, and employees against any such claims.

7. The Township, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the County, the Sheriff, their officers, or employees, and the County shall hold harmless the Township, its officers, and employees against any such claims.

8. (a) Unless sooner terminated, this Agreement shall be for a term commencing on **October 1, 2024, and ending September 30, 2025**, with the option to extend for two (2) two-year terms upon presentation and acceptance of the then-current budget figures.

(b) Subject to subparagraph 9(h), any party may terminate this Agreement upon written notice to the other parties of not less than sixty (60) days prior to the date of such termination.

9. (a) The Township agrees to pay the County the actual cost of performing all services covered by this Agreement. Subject to subparagraph 9(e), the estimated basic cost of such services shall not exceed approximately **$719,104.98** for October 1, 2024, through September 30, 2025.

cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, the Township furnishes any equipment and/or supplies resulting in a reduced cost.

(b) In addition to the basic costs designated in subparagraph 9(a), the Township agrees to pay costs for overtime incurred in the course of providing the services under this Agreement, and for time spent in Court when such time is an additional cost.

(c) The Township is not obligated to pay costs attributable to services or facilities normally provided or available to all cities and townships within the County as part of the Sheriff's and the County's obligation to enforce state law.

(d) Actual computation of applicable costs hereunder shall be made by the Genesee County Chief Financial Officer ("CFO"), and payments for such costs shall be made promptly by the Township on receipt of the CFO's monthly statement.

(e) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and the Township agrees to reimburse the County to the extent of the increased costs.

(f) The Parties understand and agree that each officer assigned to this Agreement accrues vacation benefits as a function of County employment. The Township and the Goodrich School Board agrees that it will only be liable to pay for any vacation benefits accrued, for any officer who is currently or has been assigned to the Township or Goodrich School District, for the actual time period that officer is on assignment to the Township or Goodrich School District. The Township, nor Goodrich School District, will not be liable to pay any vacation benefit accrued prior to or after the officer's assignment to the Township or the Goodrich School District. The County will bill the Township and the Goodrich School District annually or along with monthly billing, as needed, for vacation benefits accrued as stated and will hold these amounts in escrow to pay 1) any vacation time taken, 2) any vacation cash-ins, and 3) any vacation benefit payouts required to be paid to officers who retire or otherwise leave County employment. The County agrees to provide a full accounting of these funds at any time, upon request from the Township or the Goodrich School District.

(g) In the event of an amendment under subparagraph 9(e), the total cost of succeeding periods covered by this Agreement will be adjusted to include increased costs to the County for providing such service, at the beginning of each succeeding period.

(h) The County may terminate this Agreement immediately in the event it becomes clear that the costs for the contract term will exceed those stated in Exhibit A to this Agreement and the Township or Goodrich School Board declines to pay County for such additional costs.

(i) In conjunction with Paragraph 1(b), the Township and the Goodrich School Board agrees to pay the County an additional **$149,618.28** to cover the cost of assigning one full-time School Resource Officer to the Goodrich Area School District for a term commencing October 1, 2024 through September 30, 2025. The additional $149,618.28 shall be paid as follows: $44,885.48 (30% of the total) to be paid by the Township, and $104,732.80 (70% of the total) to be paid by

The Goodrich Area School District (See Exhibit A). The foregoing cost includes all salaries and wages, sick leave, vacations, supervision, Public Employees' Retirement Contribution Insurance premiums, social security, unemployment insurance, workers' compensation, and all other indirect costs, until such time as, pursuant to its option contained in paragraph 4, the Goodrich School Board furnishes any equipment and/or supplies resulting in a reduced cost.

10. The Sheriff and the County agree that overtime salaries incurred during the period covered by this Agreement shall be kept to a minimum. The Sheriff and County further agree to report overtime salaries to the Township and Goodrich School Board on a monthly basis.

11. (a) It is understood and agreed that the offenses for which any arrests are made under Township ordinances or civil or criminal infractions shall be prosecuted in the District Court by the Township Attorney, and that any resulting fines collected pursuant to conviction or plea shall be paid over to the Treasurer of the Township as provided by statute and/or court rule.

(b) The Sheriff shall, on a monthly basis, make liquor inspections in the Township on all licensed establishments and all fees for said services shall be paid over to the Township Treasurer.

12. (a) The police protection shall be as follows: Five (5) full-time police deputies, 30% of a police deputy (the Goodrich School Resource Officer is to be assigned to the Township during the summer months and whenever school is not in session) and 40% of a Detective Sergeant to provide patrol and investigative services as agreed upon between the Township, Goodrich School Board and the Sheriff. A reduction in the swing shift staffing shall be implemented as needed to maintain the budgeted costs per calendar year as projected in the Exhibit. The County shall determine the School Resource Officer's work schedule after consultation with the District Superintendent of designee.

(b) The supervision for the police protection shall be as follows:

(1) First line supervision shall be the shift sergeant, if available, who will be on patrol for the entire County, and will be in and out of the Township on an irregular schedule.
(2) Second line supervision shall be the Captain of Law Enforcement.
(3) Third line supervision shall be the Undersheriff.
(4) Fourth line supervision shall be the Sheriff.

13. Copies of the daily activity reports, in addition to a monthly report, will be submitted to the Township Board or a particular committee, monthly or as requested, and the copies will be returned to the Sheriff. The Sheriff will maintain liaison with the Township Board.

14. At all hours, residents of the Township may request emergency police assistance by telephoning 911 and may obtain information by telephoning (810) 257-3422.

15. Sheriff and Township agree that, subject to the Office of the Sheriff Wrecker Policy, motor vehicle towing service companies having a principal place of business in the Township will be used for all motor vehicle towing service calls within the Township unless the owner of the disabled motor vehicle requests a different motor vehicle towing service company.

16. The Township patrol car will not be sent out of the Township on any call unless the complaint is of an emergency nature and only after obtaining verbal permission of a sergeant or higher- ranking officer. If any car is sent out of the Township on such an emergency, it will be sent merely to assist in, and not to investigate, the complaint.

17. General Provisions

(a) Entire Agreement. This Contract, consisting of this Agreement for Enforcement Services and the Projected Budget (Exhibit A), embodies the entire Contract between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

(b) Nondiscrimination. The Parties covenant that they will not discriminate against an employee or applicant of 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, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Parties covenant that they will not discriminate against businesses that are owned by women, minorities, or persons with disabilities in providing services covered by this Agreement, and that they shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this Agreement.

(c) No Assignment. The County may not assign or subcontract this Agreement without the express written consent of the Township.

(d) Modification. This Agreement may be modified only in writing executed with the same formalities as this Agreement.

(e) Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

(f) Governing Law and Venue. This Agreement is entered into under, and shall be interpreted according to, the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the accrual of the cause of action and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

(g) Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

(h) Interpretation. Each of the Parties has had an opportunity to have this Agreement reviewed by legal counsel and has had an equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

(i) Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable by the law in the event that the Township fails to abide by the terms of this Agreement.

(j) No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

IN WITNESS WHEREOF, the Township, by Resolution adopted by its Township Board, has authorized this Agreement to be executed by its Supervisor and its Clerk, the Goodrich School Board, has authorized this Agreement to be executed by its President and Superintendent, and the County of Genesee, by Resolution adopted by its Board of County Commissioners, has authorized this Agreement to be executed by the Chairperson, (copies of both resolutions being included here by reference only), and the Sheriff of Genesee County does hereby approve this Agreement.

COUNTY OF GENESEE

BY: James Avery, Chairperson

Date:

BY: Christopher R. Swanson, Sheriff

Date: 10-11-24

TOWNSHIP OF ATLAS

BY: Jim Busch, Supervisor

Date: 9-30-24

BY: Katherine Vick, Clerk
Toni A. Yaklin, Deputy Clerk

Date: 9/30/24

GOODRICH SCHOOL BOARD

_ BY: Mike Baszler, Superintendent

Date: 10/1/24

Atlas Township & Goodrich Schools
Service Dates 1/1/25-12/31/25

Account Name	Patrol Budget	SRO Budget Total	Total Contract Cost Budget
Salary Permanent	336,074.39	63,113.98	399,188.36
Salary Overtime	16,000.00	3,500.00	19,500.00
Salary Premium	5,500.00	1,000.00	6,500.00
Longevity	6,753.73	2,028.42	8,782.15
Salaries Total	364,328.12	69,642.40	433,970.51
Social Security	27,871.10	5,327.64	33,198.74
Medical Insurance	65,557.86	21,007.68	86,565.54
Optical Insurance	408.93	129.72	538.65
Dental Insurance	4,465.00	815.00	5,280.00
Life Health Insurance	3,029.68	524.08	3,553.77
Retirement	85,231.28	6,964.24	92,195.51
Workers Compensation	5,464.92	1,044.64	6,509.56
Unemployment	728.66	139.28	867.94
Post-Retirement Benefits	38,094.44	17,410.60	55,505.04
Vacation Contract Payout	35,000.00	5,000.00	40,000.00
Fringes Total	265,851.86	58,362.88	324,214.75
Training	2,000.00	1,000.00	3,000.00
Supplies	5,000.00	1,000.00	6,000.00
Copier Charges	500.00	-	500.00
Laundry Robes Uniforms	5,000.00	2,500.00	7,500.00
Motor Pool Charges	62,000.00	6,000.00	68,000.00
Governmental Service Fee (CSA)	14,425.00	11,113.00	25,538.00
Other Non-Personnel Exp. Total	88,925.00	21,613.00	110,538.00
Expense Total	719,104.98	149,618.28	868,723.26

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1327 **Agenda Date:** 11/13/2024 **Agenda #:** 14.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Ken Koleda, GIS Director

RE: Approval of Appointment of Remonumentation Peer Review Committee Members for 2024 Grant Year

BOARD ACTION REQUESTED:

Approval of a request by Genesee County's Surveyor to appoint members to the Remonumentation Peer Review Committee for 2024 (Surveyor)

BACKGROUND:

This is the 32nd year of the remonumentation program. The annual grant program requires a peer review committee to confirm the work performed by contract surveyors and providing recommendations for resolving corners with conflicting or limited information.

DISCUSSION:

Each peer review member receives $150.00 per meeting. Meetings typically last 3-5 hours and historically there have been 3-4 meetings per grant. Funding from account number 2970-245.00-804.000.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

This most fits into Community Growth in the sense that the program ensures the best information related to property parcels and other related data which are an important element for all property owners and potential developers.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the County Surveyor to authorize assigning six designated licensed professional surveyors to the 2024 Remonumentation Program Peer Review Board to review Genesee County Remonumented Corners as part of the 2024 Remonumentation Grant and as presented by the County's contract land surveying firms, and to further authorize paying each member $150.00 for each attended meeting, to be paid out of fund 2970-245.00-804.000, is approved. The six appointees are as follows:

- Paul Brown, PSC, Rowe Professional Services Company
- Greg McArdle, Meridian Land Surveying
- Dave Kenny, Kraft Engineering
- Gill Bonno, Davis Land Surveying
- Mark VanRaemdonck, P.S.. Landmark Surveying

(a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 Governmental Operations Committee of this Board).

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1346 **Agenda Date:** 11/13/2024 **Agenda #:** 15.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval of a contract extension between Genesee County and Legal Services of Eastern Michigan, in the amount of $150,000.00, to provide pre-petition and post-adjudication ancillary legal services for families involved in child welfare cases; the term of this agreement is from October 1, 2024 through September 30,2025; the cost for this agreement is budgeted and will be paid from account 2915-662.00-801.004

BOARD ACTION REQUESTED:

Approval of a contract extension between Genesee County and Legal Services of Eastern Michigan, in the amount of $150,000, to provide pre-petition and post-adjudication ancillary legal services for families involved in child welfare cases; the cost for this agreement will be paid for from account 2915 -662.00-801.004.

BACKGROUND:

In FY23, the Court was awarded the Child & Parent Legal Representation Grant and entered an initial contract with Legal Services of Eastern Michigan to provide legal services to indigent parents at risk of becoming involved in child protective proceedings or have children removed and placed in foster care. The initial contract allowed for three one-year extensions. The Court has been awarded the FY 25 grant, accepted the grant pursuant to resolution 2024-1046, and will extend a contract with Legal Services of Eastern Michigan to provide the services under the grant.

DISCUSSION:

Children come to the attention of the child protection system for many reasons. Too often, their entry into foster care could be avoided if their caretakers had resources to address legal problems that put their children at risk. Legal Services of Eastern Michigan will provide pre-petition ancillary legal services for indigent parents who at-risk of becoming involved in child protective proceedings or post-adjudication ancillary legal services that could expedite the resolution of their case. Legal services may be provided in areas such as family law, fair housing, government benefits, education, employment, or individual rights.

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The grant was included in the FY25 budget.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

CONFORMITY TO COUNTY PRIORITIES:

Legal Services of Eastern Michigan will provide the services.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Family Division Administrator to authorize an extension of the Professional Services Contract between Genesee County and Legal Services of Eastern Michigan (LSEM), whereby LSEM will provide pre-petition and post-adjudication ancillary legal services for families involved in child welfare cases for the period commencing October 1, 2024, through September 30, 2025, at a cost not to exceed $150,000.00 to be paid from account 2915-662.00-801.004, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the agreement on behalf of Genesee County.

Client#: 9518 LEGASER45

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Acrisure **2750 Killarney Dr, Suite 202** **Woodbridge, VA 22192-4124**	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Legal Services Of Eastern Michigan **436 S. Saginaw Street** **Flint, MI 48502**	INSURER A : **Underwriters at Lloyd's London**	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	**Legal Profes**			**2434171034**	**09/01/2024**	**09/01/2025**	**$1,000,000/$2,000,000**	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Title RFP 22-300

CERTIFICATE HOLDER

Genesee County
1101 Beach St
Flint, MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Laurie S. Calanni

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Teresa Lipe	
Security First Insurance Agency G-3526 Miller Road Flint MI 48507	PHONE (A/C, No, Ext): (810) 732-5800	FAX (A/C, No):
	E-MAIL ADDRESS: TLipe@teamsfi.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Legal Services of Eastern Michigan, Inc.
436 S. Saginaw Street
Flint MI 48502

COVERAGES **CERTIFICATE NUMBER:** CL2412524173 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP 0305799	01/24/2024	01/24/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Named As Additional Insured Designated Person or Organization - Form CG2026 04 13 Blanket Waiver of Subrogation - Form GA227

CERTIFICATE HOLDER

Genesee County
1101 Beach St
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Troy A. Pope

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Teresa Lipe	
Security First Insurance Agency	PHONE (A/C, No, Ext): (810) 732-5800	FAX (A/C, No):
G-3526 Miller Road	E-MAIL ADDRESS: TLipe@teamsfi.net	
Flint MI 48507	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED	INSURER B :	
Legal Services of Eastern Michigan, Inc.	INSURER C :	
436 S. Saginaw Street	INSURER D :	
	INSURER E :	
Flint MI 48502	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2412524173 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	EPP 0305799	01/24/2024	01/24/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EPP 0305799	01/24/2025	01/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Named As Additional Insured Designated Person or Organization - Form CG2026 04 13

Automatic Additional Insured - State Or Governmental Agency - Form GA227
Primary and Non-Contributory - Form GA227
Blanket Waiver of Subrogation - Form GA227

CERTIFICATE HOLDER

Genesee County
1101 Beach St
Flint MI 48502

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
GENESEE COUNTY 1101 BEACH ST FLINT, MI 48502-1428
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

6. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agree-

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ment, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

7. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **7.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of

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the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

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Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **7.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **7.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **7.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **7.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

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PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **Legal Services of Eastern Michigan, a Michigan 501(c)(3) non-profit agency, whose principal place of business is located at 436 S. Saginaw St., Suite 101, Flint, MI 48502** (the "Contractor") (the County and the Contractor together, the "Parties").

1. Term

1.1 Initial Term

The initial term of this Contract commences on **October 1, 2024** and shall be effective through **September 30, 2025** (the "Initial Term").

1.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

2. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

3. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed $150,000.00.

3.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

3.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

3.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

4. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

5. Contract Administrator

The contract administrator for this Contract is **Rhonda Ihm** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Warranties

The Contractor warrants that:

6.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

6.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

6.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

6.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

6.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

7. Suspension of Work

7.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

7.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

8. Termination

8.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

8.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

8.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

9. Equipment Purchased with County Funds

9.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

9.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of $5,000 or more per unit.

9.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

10. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of 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 identity, gender, gender identity, gender expression, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

11. Freedom of Information Act

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq*., known as the "Freedom of Information Act".

12. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

13. Audit Rights

13.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

13.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

13.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

14. Identity Theft Prevention

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

15. Insurance Requirements and Indemnification

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. *In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.*

Commercial General Liability Insurance on an "occurrence basis" with minimum limits of $_1,000,000_____ per occurrence and a $__2,000,000_____ aggregate limit.-. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and non-contributory, including a waiver of subrogation in favor of the County.

Workers' Compensation Insurance – as required by and in accordance with all applicable statutes of the State of Michigan, including Employers' Liability Coverage.

Automobile Liability – Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

Professional Liability Insurance – in an amount not less than $1,000,000 per occurrence and $1,000,0000 aggregate. If this policy is a claims made form, the

Contractor shall be required to keep said policy in force, or purchase “tail” coverage for a minimum of three (3) years after the termination of this contract.

A licensee or its insurance broker shall notify the County of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The contractor, licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the County Risk Manager within five (5) business days in the event of expiration or cancellation of coverage.

15.1 Insurance Certificate and Additional Insured Coverage

1. **Certificate of Insurance** – The contractor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. **Endorsements** In addition, the contractor must provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, its officials, employees and agents, all boards, commissions and/or authorities and board members, including employees and volunteers thereof" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self-insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

15.2 Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite. Contractor agrees that the insurance requirements specified in the contract do not reduce the liability Contractor has assumed in the indemnification/hold harmless section of the Contract.

16. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

17. General Provisions

17.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

17.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

17.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

17.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

LEGAL SERVICES OF EASTERN MICHIGAN	COUNTY OF GENESEE
By:_____	By:_____
Jill Nylander	James Avery, Chairperson
Executive Director	Board of County Commissioners
Date:_____	Date:_____

EXHIBIT A
Description of the Services

The program seeks to overcome these legal obstacles by providing families with the assistance of an attorney and a social worker. The services should include legal representation in combination with social work services including assessment, case management and resource brokering to achieve the mission of the program.

Services can be provided to caretakers who are at risk of becoming involved in child protective proceedings or who are already respondents or non-respondents in child protective proceedings before the Court's Family Division. The scope of services for the representation of parents includes, but is not necessarily limited to, the following issues:

- Landlord Tenant
- Custody matters in a domestic relations case
- Guardianship
- Housing
- Immigration
- Driver License Restoration
- Social Security Disability
- Divorce
- Domestic Violence
- Substance Abuse
- Supplemental Support Services
- Public Benefits

The program must work closely and cooperatively with the primary referral sources: the Genesee County Michigan Department of Health and Human Services and the Genesee County 7th Judicial Circuit Court – Family Division. The program must accept two types of cases referred to as Prevention Cases or Permanency Cases. Prevention Cases involve children who have come to the attention of Child Protective Services, but the department as not filed a petition with the court or removed the children from the parents' care. Permanency Cases involve children in foster care and ancillary legal impediments have become a barrier to achieving permanency. In both cases the goal of the program is to prevent the unnecessary entry and prolonged stay of children in foster care.

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1355 **Agenda Date:** 11/13/2024 **Agenda #:** 16.

To: Dale Weighill, Governmental Operations Committee

From: Rhonda Ihm, Family Division Administrator

RE: Approval to accept the FY25 Michigan Art & Culture Grant, in the amount of $13,448.00, to provide visual and performing arts workshops to youth detained at the Juvenile Justice Center and the Learning Co-op; the term of this grant is from October 1, 2024 through September 30,2025; the revenue from this grant will be accounted for per the attached budget form

BOARD ACTION REQUESTED:

Approval to accept a grant award from the Michigan Arts & Culture Council in the amount of $13,448 to provide visual and performing arts workshops to youth detained at the Juvenile Justice Center and the Learning Co-op; the term of this grant is from October 1, 2024, through September 30, 2025; the revenue from this grant will be accounted for per the attached budget form.

BACKGROUND:

Research has shown that arts programming offers one of the best ways to help detained and justice-involved youth heal and become rehabilitated. Since 2011, the Circuit Court - Family Division, has partnered with Youth Arts: Unlocked (YAU) (formerly the Buckham/GVRC Share Art Project) to provide weekly strengths-based, trauma informed visual and performing arts programming to youth at the GCJJC and to youth on probation.

DISCUSSION:

The Circuit Court - Family Division will utilize the grant funds to partner with Youth Arts: Unlocked to offer strengths-based, trauma informed visual and performing arts workshops to youth detained at Genesee County's secure detention facility, Genesee County Juvenile Justice Center (GCJJC), and to youth on probation. Workshops will be taught by professional artists, actors, dancers, and writers who are experienced working with at-risk teens

IMPACT ON HUMAN RESOURCES:

None.

IMPACT ON BUDGET:

The $3,362 match requirement will be supported through approved contracts paid from 2920-663.07-801.028 and 2920-356.00-801.028 as approved by the grantor. A budget amendment is attached to adjust Fund 2928 to the final grant award.

IMPACT ON FACILITIES:

None.

IMPACT ON TECHNOLOGY:

None.

IMPACT ON INDIRECT COSTS:

None.

CONFORMITY TO COUNTY PRIORITIES:

Youth Arts - Unlocked will provide the services.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Family Division Administrator to authorize accepting the Michigan Arts and Culture Council experience support grant and agreement from the State of Michigan in the amount of $13,448, for the period commencing October 1, 2024, through September 30, 2025, said grant requiring $3,362.00 in matching funds, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 Governmental Operations Committee of this Board), the Presiding Judge of the Family Division is authorized to execute the grant documents as needed, and the Chief Financial Officer is directed to make the necessary line item budget adjustments.

STATE OF MICHIGAN

MICHIGAN ARTS AND CULTURE COUNCIL
AND
7th JUDICIAL CIRCUIT COURT - FAMILY DIVISION

GRANT AGREEMENT FOR ARTS SERVICES

Control Number: 25EX10813
CFDA No. 45.025

The MICHIGAN ARTS AND CULTURE COUNCIL (the "Council") and 7th JUDICIAL CIRCUIT COURT - FAMILY DIVISION, (the "Grantee") enter this Grant Agreement for Arts Services ("Grant Agreement") on October 16, 2024 and mutually agree as follows:

1. Sources of Project Funding
The Council, subject to the terms of this Grant Agreement, shall commit an amount not to exceed Dollars ($13,448) (the "Award") to complete the Project (as defined below). The Grantee shall provide evidence of matching funds to the Council in the amount of $3,362 (the "Matching Funds").

2. Grant Agreement Period
The period of this Grant Agreement shall be from October 1, 2024 (the "Start Date") to September 30, 2025 (the "End Date", and together with the Start Date, the "Term"), unless terminated pursuant to Section 7.

3. Project(s) Funded
Beginning on the Start Date, the Grantee shall: use the Award amounts (outlined below) to complete the respective programming for the Grantee's projects as further described in Appendix A attached hereto (collectively, the "Project").

Experience Support Program

	Awarded Amount	Matching Funds Required
Project Support	$12,000	
Facility Improvement & Equipment Purchase	$398	
Transportation	$1,050	
Total:	**$13,448**	**$3,362**

The Grantee shall comply with all financial and other requirements as outlined in the 2025 MACC Experience Support Grant Program Guidelines, which are incorporated herein and are made part of this Grant Agreement by reference.

The Grantee understands and agrees with the following program standards (the "Program Standards"):

a. Artistic excellence and artistic merit are criteria by which applications are judged, taking into consideration general standards of decency and respect for the diverse beliefs and values of the people of Michigan.
b. Obscenity is without artistic merit, is not protected speech, and will not be funded by a grant awarded by the Council and supported with State appropriations.

The Grantee understands that if the Grantee violates any of the Program Standards (1) the Council may withhold all undistributed Award payments from the Grantee and (2) at the sole discretion of the Council, the Grantee may be disqualified from awards of future Council grants for a period of up to three (3) years from the date of the violation. Additionally, the Council may demand full repayment of any Award proceeds distributed to the Grantee as further described in Section 6.

4. Terms and Conditions of Payment
The Council shall pay the Grantee an amount not to exceed the Award on the following dates and in the following amounts, subject to the Grantee's compliance with the Grant Agreement. The Council, in its sole discretion, shall determine whether the Grantee has fulfilled all Grant Agreement terms and conditions. If the Council determines that the Grantee has failed to comply with any term or condition of this Grant Agreement, the Grantee shall not be entitled to any payment listed below which may include a clawback of the

Award as described in Section 6:

Amount:	Date:	Stipulation:
$13,448	12/20/2024	Upon processing of a fully executed copy of this Grant Agreement and copies of Governor and Legislative notifications

The Grantee shall meet the above listed conditions at least 30 days prior to the indicated payment date, so that the Council will have adequate time to process scheduled payments. Failure of the Grantee to comply with any deadlines will delay payment or may cause termination of this Grant Agreement pursuant to Section 7. In the event this Grant Agreement needs to be approved by the State Administrative Board or Office of Financial Management, it shall be contingent upon such approval and no Award payments shall be made until this contingency is satisfied.

Further, the Grantee acknowledges that the Council's payment of the Award is dependent upon the continued receipt of government funding. In the event that the State Legislature or any State official, commission, authority, body, or employee, or the federal government (a) takes any legislative or administrative action, which fails to provide, terminates, or reduces the funding necessary for this Grant Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for this Grant Agreement, but which affects the Council's ability to fund and administer this Grant Agreement, and other Council programs, then the Council may terminate this Grant Agreement by providing notice to the Grantee of termination in accordance with the notice requirements in Section 7.

As required in Section 1, the Grantee may be required to provide evidence of Matching Funds sourced from local and/or private sources. The Matching Funds may include the reasonable value of services, materials, and equipment as allowed under the Internal Revenue Code for charitable contributions, subject also to the pre-approval of such a match by the Council. For Awards under the Mission Support and Experience Support Programs the Council shall receive proof of the entire amount of the Matching Funds by the End Date.

No member of the State Legislature or any individual employed by the State may share in the Award or share in any benefit that arises from the Award.

The Council requires the payments under this Grant Agreement be processed by electronic funds transfer (EFT). The Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

5. Redistribution Prohibition

The Grantee may not redistribute any of the Award or the Matching Funds to any other entity, unless specifically provided for in this Grant Agreement.

6. Clawback

The Grantee may be required to repay all or a portion of the Award upon the occurrence of one or more of the following events (each resulting in a "Repayment Event"):

- Failure to complete the Project: If the Grantee fails to complete the Project by the End Date.
- Failure to adhere to the Program Standards: If the Grantee fails to adhere to the Program Standards as described in Section 3 of this Grant Agreement during the Term.
- Failure to Meet Reporting Requirements: If the Grantee fails to submit a timely and accurate final report as required in Section 15 of this Grant Agreement.
- Failure to Provide Proof of Matching Funds: If the Grantee fails to secure and provide verifiable proof of Matching Funds as required in Section 4 of this Grant Agreement.

The amount owed under a Repayment Event will be determined at the sole discretion of the Council (the "Repayment Amount"). The Council will provide written notice of the Grantee specifying the Repayment Event, the Repayment Amount, and providing thirty (30) days to cure the Repayment Event prior to initiating any clawback actions.

The Grantee shall repay any Repayment Amount under this provision within sixty (60) days of receiving written notice of the Repayment Event from the Grantor. Failure to repay the Repayment Amount within this period may result in legal action, and the

Grantee shall be responsible for any additional costs incurred by the Council in the process of collecting the Repayment Amount. Additionally, any Grantee who fails to repay the Repayment Amount may be disqualified from awards of future Council grants for a period of up to three (3) years from the date of the written notice of the Repayment Event.

7. Termination of Grant Agreement

The Council may terminate this Grant Agreement for any reason by giving five (5) days written notice to the Grantee. Upon termination, the Council shall have no further obligation to make any further payments described in Section 5.

8. Grantee's Liability

The Grantee will furnish and maintain the following items during the Term: public liability, property damage, and workers' compensation insurance insuring, as they may appear, the interests of the parties to this Grant Agreement. The Grantee is responsible for ensuring that all precautions are exercised at all times for the protection of all persons and property. The Grantee shall secure all necessary certificates, licenses, permits or other proper authorization from municipal or other public authorities and comply with all national, state, and municipal laws, ordinances, and regulations as may be required in connection with the performance of this Grant Agreement.

9. Limitation of Liability

The State of Michigan, and the Council, and their organizational units, officers, agents, and employees shall not be liable to the Grantee, nor to any individuals or entity with whom the Grantee contracts, for any direct, indirect, incidental, consequential or other damages incurred as a result of activities, actions or inactions on the part of the Grantee for services rendered pursuant to this Grant Agreement including litigation; the Council's decision not to make an Award payment to the Grantee pursuant to Section 5; or termination of this Grant Agreement pursuant to Section 7.

Any liability resulting from activities, actions or inactions engaged in by the Grantee under the Grant Agreement shall be the sole responsibility of the Grantee. Any liability resulting from activities, actions or inactions engaged in by individuals or entities with whom the Grantee contracts shall be the sole responsibility of the subgrantee or as otherwise specified in a subgrant agreement between the Grantee and the subgrantee; however, under no circumstances shall the State, or the Council, and their organizational units, officers, agents and employees be liable for the activities of the Grantee or any subgrantee. The Council shall not be required to indemnify the Grantee or any subgrantee. The Grantee, to the extent permitted by law, shall be required to indemnify the Council in any litigation that may arise from the performance of this Grant Agreement or any subgrant agreement executed to fulfill this Grant Agreement. This section shall not be construed as a waiver of governmental immunity.

10. Third Party Beneficiary

The Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary of this Grant Agreement or to confer on a third party any rights or obligations enforceable in their favor.

11. Support Credit

The Grantee shall prominently display the Council's name and logo in printed materials associated with the grant and include support credit in each broadcast promotion as follows:

'This activity is supported in part by an award from the Michigan Arts and Culture Council ’

When no printed material is used, verbal acknowledgment shall be given prior to or at the beginning of each presentation. The Grantee shall transmit copies of printing, photographs, advertising and program materials prepared for this activity to the Council.

12. Accounting and Administrative Requirements

The Grantee shall maintain appropriate documents, journals, ledgers, and statements in accordance with generally accepted accounting principles, retain these records for a period of not less than five (5) years from the date of completion of the final report prepared pursuant to Section 15, and make these documents available for examination and audit by appropriate agents of the Council, the State and/or Federal Government. The Grantee shall comply with the applicable administrative requirements for grants-in-aid and use cost accounting principles which comply with Federal requirements as set forth in 2 C.F.R. part 200 (Uniform Administrative Requirements, Cost, Principals, and Audit Requirements for Federal Awards).

13. Equal Opportunity

The Grantee certifies compliance with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 372.101 et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220: MCL 37.1101 et seq., and all other pertinent federal, state and local fair employment practices and equal opportunity laws. The Grantee covenants not to discriminate against any employee or applicant for employment, to be employed when services under this Grant Agreement are undertaken, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, on the grounds of race, color, religion, national origin, age, sex or disability, or to exclude any person from participation in, deny any person the benefits of, or

discriminate any person due to the above-listed grounds with respect to any program or activity funded in whole or part under this Grant Agreement. The Grantee agrees to include the aforementioned covenant in every contract or subgrant entered into by the Grantee to effectuate the Grant Agreement. The Grantee certifies that the Grantee has an established policy to provide equal opportunity to participate in and benefit from all programs, activities and services and equal employment opportunities; and agrees to state in all promotional materials, advertisements, and recruiting materials its equal opportunity policies.

14. Fair Labor Standards

All professional performers and related or supporting professionals employed on projects or in productions which are financed in whole or in part under this Grant Agreement will be paid, without deduction or rebate on any account, not less than the minimum compensation determined by the Secretary of Labor to be the prevailing minimum compensation for persons employed in similar activities. Furthermore, no part of any project or production which is financed in whole or in part under this Grant Agreement will be implemented under working conditions which are unsanitary, hazardous or evidence of compliance. The Council may terminate this Grant Agreement if the name of the Grantee or any contractor, manufacturer or supplier of the Grantee appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to the State Contracts with Certain Employers Prohibited Act, 1980 PA 278, MCL 423.321 et seq., or the Grantee fails to comply with subpart C of 2 CFR § 180, as adopted by the Arts Endowment in 2 C.F.R. 3254.

15. Reports

The Grantee shall furnish the following report or reports to the Council:

a. A final report covering the Term, which is due within 30 days the End Date. The final report shall, at a minimum, indicate the following information:
    i. Project revenues and expenditures, including Matching Funds (if applicable)
    ii. Number of individuals attending or engaged during the Term; and
    iii. A narrative summary of the Project and its outcome.

Failure to submit the above-described report in a timely manner may void the Grantee's claim to Award funds.

16. Reviews and Evaluations

In order to provide members of the Council, appropriate Council evaluators and staff an opportunity to inspect and appraise the nature and caliber of activities supported by the Award, the Grantee agrees to admit those individuals to activities without charge and to cooperate with in-depth reviews and evaluations as may be required.

During the Term, and for five (5) years after the end of the Term, (the “Retention Period”) the Grantee shall maintain reasonable records including evidence that the Project was actually performed and the identity of any contractors or individual paid from the Award and shall allow access to those records by the Council or its authorized representatives at any time during the Retention Period.

If any records are involved in any litigation, claim, or audit which arises before the expiration of the Retention Period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the Retention Period, whichever is later.

All records pertinent to this Grant Agreement are subject to public disclosure under the federal Freedom of Information Act, 5 U.S.C. § 552, as amended, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* unless determined to be exempt. The Grantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Grant Agreement.

17. Other Certifications

The Grantee certifies, by signature to this Grant Agreement, that neither they nor any principals or contractors retained for service under this Grant Agreement are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal department or agency.

18. Governance

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents and representations related to this Grant Agreement between the Council and the Grantee, whether expressed, implied, oral or otherwise. This Grant Agreement, together with the Grantee’s Grant Application submitted to the Council, constitutes the entire agreement between the parties and may not be amended, except by written instrument executed by both the Council and the Grantee prior to the end of the Term set forth in Section 2. In the event of a conflict between the Grantee's Grant Application and this Grant Agreement, the terms of this Grant Agreement, as amended, shall control. No party to the Grant Agreement may assign this Grant Agreement or any of their interest or obligations hereunder without prior consent of the other party. The Grantee agrees to inform the Council 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 the Council's written

approval. If any provision of this Grant Agreement is deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

19. Compliance with Laws

The Grantee shall otherwise be in compliance at all times with all applicable federal laws, regulations, rules and orders including, but not limited to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; Executive Order 13166; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.; the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. § 4321 et seq.; the National Historic Preservation Act (NHPA) of 1966, 16 U.S.C. § 470 et seq.; the Drug Free Workplace Act of 1988, 41 U.S.C. § 701 et seq.; Lobbying restrictions, 18 U.S.C. § 1913, 2 C.F.R. § 200.450, and 31 U.S.C. § 1352; Davis-Bacon and Related Acts 40 U.S.C. § 3141; the Native American Graves Protection and Repatriation Act of 1990, 25 U.S.C. § 3001 et seq.; the U.S. Constitution Education Program, P.L. 108-447, Division J, Sec. 111(b); and the prohibition on funding to ACORN, P.L. 111-88, Sec. 427.

20. Counterparts

This Grant Agreement may be executed in one or more counterparts and transmitted by facsimile, email, pdf or other electronic means, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

21. Survivability

The terms and conditions of Sections 6, 8, 9, 10, 11, 12, 15, 16, 18 and this Section 21 shall survive termination or expiration of this Grant Agreement.

MICHIGAN ARTS AND CULTURE COUNCIL



Alison Watson
Director

October 16, 2024

7th JUDICIAL CIRCUIT COURT - FAMILY DIVISION

Ariana Heath
Presiding Judge

Date

APPENDIX A

Project Support:
(*Description of Project*)

The mission of juvenile courts is to rehabilitate youth who have become involved with the justice system. The 7th Judicial Circuit Court, Family Division is recognized throughout the state as a leader in developing and implementing innovative trauma-informed programming for justice-involved youth. The recent opening of the state of the art Genesee County Juvenile Justice Center (GCJJC) will allow us to expand our services by providing a holistic continuum of care to Flint and Genesee County's youth and their families.

Over the last 13 years, visual and performing arts programming has been an essential component of our services. Research shows that arts programming offers one of the best ways to help justice-involved youth, such as those in Flint and Genesee County, heal and learn to address the issues that have led to their involvement with the justice system. As stated in a 2021 Literature Review by the federal Office of Juvenile Justice and Delinquency Prevention (OJJDP):
"The arts provide a nonthreatening, engaging way for children and adolescents to express their feelings, manage emotional and behavioral problems, cope with trauma and victimization, develop artistic talents and skills, and improve strengths and assets they already possess (Riley, 2001; Clawson and Coolbaugh, 2001; Coholic, Schwabe, and Lander, 2020)."
Since 2011, the 7th Judicial Circuit Court, Family Division, has partnered with Youth Arts: Unlocked (YAU) to provide weekly strengths-based, trauma informed visual and performing arts programming to justice involved youth in our county. The Court contracts with YAU to conduct workshops for youth in detention as well as youth in our day treatment program. YAU, a nationally recognized provider of arts programming for justice-involved youth, was recently selected by the U.S. Justice Department to receive a highly selective "Arts Programs for Justice Involved Youth" program grant.
Funding is being sought for visual arts workshops to be offered to youth in detention as well as residential and day treatment. In the visual arts workshops, teaching artists work with students on projects that allow them to express themselves, learn new ideas and techniques, connect with each other and the instructors, and discover that they can create and succeed. Each lesson includes components of art history, introduction of new theories and techniques, and practice in design and composition. Teaching artists employ a variety of mediums including pencil drawing, charcoal, pastels, various types of paints, clay, block prints, as well as multi and mixed media.
The youths' works are exhibited at the GCJJC, in community and on-line exhibits and in print publications. Their work is also entered into an annual juried competition for all area high school students.
The Court and YAU evaluate the effectiveness of the programming through weekly student and teaching artist surveys and focus groups which are held several times per year. Both the surveys and the focus groups consistently show that involvement with the arts has had a positive impact on the youth.

Facility Improvement & Equipment Purchase:
(*Description of Request*)

Flatbed high resolution scanner-
We are seeking funds to purchase a flatbed scanner for use at the GCJJC. A scanner is needed so that we can produce high resolution digital images of the youths' artwork for use on our website and social media sites. A scanner would also allow us to create high quality reproductions of the youths' works for in person exhibits at the GCJJC and in the community. Scanned images would also be used in our print and online anthologies and publications.

* Equipment request amount was not the same as the proof of cost. Didn't provide the correct links in the supplemental questions.

Transportation:
(*Description of Request*)

We are seeking transportation funding for two (2) field trips for youth in our Day Treatment program. The first field trip would be to the Flint Institute of Arts (FIA) for a guided tour of the FIA's annual African American art exhibit. During the tour they will also engage in an art activity associated with the exhibit. The second field trip would be to the Greater Flint Arts Council during the month of April to view the "Young Artists Today" exhibit. This exhibit features the work of area high school students, including many of the youth participating in our day treatment program.

DESCRIPTION: FY 24/25 - MACC GRANT ACCEPTANCE

GL #	DESCRIPTION
2928-663.07-504.000	FEDERAL PARTICIPATION
2928-663.07-674.031	IN KIND CONTRIBUTION
2928-663.07-801.028	OTHER CONTRACTUAL SERVICES
2928-663.07-955.040	IN KIND CONTRIBUTION

Increase/(Decrease)
(1,552.00)
(11,638.00)
(1,552.00)
(11,638.00)

GL NUMBER

Dept 663.07 - DAY TREATMENT
2928-663.07-558.001
2928-663.07-504000
2928-663.07-674.031

Totals for dept 663.07 - DAY TREATMENT

TOTAL ESTIMATED REVENUES

Dept 663.07 - DAY TREATMENT
2928-663.07-752.000
2928-663.07-801.028
2928-663.07-955.040
Totals for dept 663.07 - DAY TREATMENT

DESCRIPTION	2023-24 ORIGINAL BUDGET	GRANT AWARED	BUD AMEND
STATE PART. -FANG PROGRAM	25,000.00		(25,000.00)
FEDERAL PARTICIPATION		15000	15,000.00
IN KIND CONTRIBUTION	15,000.00	15000	0.00
	40,000.00		
	40,000.00		
SUPPLIES OTHER			
OTHER CONTRACTUAL SERVICES	25,000.00	15000	(10,000.00)
IN KIND CONTRIBUTION	15,000.00	15000	0.00
	40,000.00		

NEW BUD
0.00
15,000.00
15,000.00
15,000.00
15,000.00

DESCRIPTION: FY 24/25 - MACC GRANT ACCEPTANCE

GL #	DESCRIPTION	Increase/(Decrease)
2928-663.07-504.000	FEDERAL PARTICIPATION	(1,552.00)
2928-663.07-674.031	IN KIND CONTRIBUTION	(11,638.00)
2928-663.07-801.028	OTHER CONTRACTUAL SERVICES	(1,552.00)
2928-663.07-955.040	IN KIND CONTRIBUTION	(11,638.00)

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1359 **Agenda Date:** 11/13/2024 **Agenda #:** 17.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Michael Dawisha, CIO

RE: Approval of the Website Privacy Policy and Terms of Use

BOARD ACTION REQUESTED:

Adopt the draft Privacy Policy and Terms of Use

BACKGROUND:

Genesee County does not have a web privacy policy. This policy ensures transparency, protect user information, and clarifies usage rights and responsibilities. These policies foster trust, ensure legal compliance, and protect both Genesee County and its users. These policies are often found as links at the bottom of a website.

DISCUSSION:

This is a best practice. Genesee County needs a website privacy and terms of use policy to be transparent about data collection, protect user information, and clarify acceptable use, building trust with the public. These policies help us comply with data privacy laws, outline security measures, limit liability, and safeguard intellectual property rights, ensuring users understand their rights and responsibilities.

This is also a requirement by the cell phone carriers in order to use SMS (text) messaging. We will not be able to utilize our new SMS messaging tool without this policy linked in our website.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

None

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

Adopting this policy is a best practice amongst like organizations and aligns with the Long-Term Financial Stability priority.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of County Commissioners of Genesee County, Michigan, hereby approves and adopts the Website Terms of Use and Privacy Policy (a copy of the memorandum request and policy being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board).

XX.XXX: Web Site Terms of Use and Privacy Policy

Effective: 12/01/2024 – RES- 2024-001

Purpose:

The purpose of this website is to provide accurate and valuable information about Genesee County government services and related activities. This policy outlines the collection, storage, and use of information, including personally identifiable information (PII), as well as the security measures implemented to protect that information.

Authority and Responsibility:

This policy is authorized by the Genesee County Board of Commissioners. The Chief Information Officer (CIO) is responsible for ensuring compliance with the terms outlined herein and for overseeing the implementation of security measures and data protection practices.

Application:

This policy applies to all users of the Genesee County website, including individuals engaging in e-commerce, browsing the site, and accessing third-party links. It governs the collection, use, and sharing of information while using the website, ensuring that all interactions comply with the stated guidelines and legal requirements.

Definitions:

1. **Personally Identifiable Information (PII):** Information that can be used to identify an individual, such as name, address, email, or credit card details.
2. **Cookie:** A small text file placed on a user's computer to track activities on the website, such as searching databases or making payments.
3. **E-Commerce:** The process of conducting financial transactions electronically through the website, such as making payments for County services.
4. **Third-Party Website:** Any website not owned or operated by Genesee County but which may be linked to or referenced from the County's website.
5. **Secure Connection:** A method of encrypting data transmitted between a user's device and the County's servers to protect sensitive information from unauthorized access.
6. **Public Records:** Any documents, data, or other information created or received by Genesee County that may be subject to disclosure under the Michigan Freedom of Information Act (FOIA).

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7. **Service Marks/Trademarks:** Any logos, symbols, or names used by Genesee County or third parties that are protected by intellectual property laws and require express written permission for use.
8. **User:** Any individual or entity accessing or using the Genesee County website and its services.
9. **Website:** The collection of web pages and digital content managed and operated by Genesee County, accessible via the Internet.
10. **Scraping:** The process of using automated tools, scripts, or software to extract data or content from a website without the website owner's consent. This includes, but is not limited to, collecting information for purposes such as data mining, analysis, or unauthorized reproduction of website content.

Policy:

1) **Information That is Collected When You Visit This Site**

   a) The purpose of this Web site is to provide accurate and helpful information about Genesee County government services and related activities. No personally identifiable information is collected about you unless you choose to provide that information to us.

   b) Please be aware that other Web sites that may be accessed through our site may collect personally identifiable information about you. The information practices of those third parties' Web sites linked to our site are not covered by this privacy policy.

2) **Information That You Provide Voluntarily**

   a) On any page that requires you to submit personally identifiable information, you will need to affirmatively consent to its further use.
   b) If you send an electronic mail message with a question or comment that contains personally identifiable information, or fill out a form that mails us this information, we may redirect your message to another person or department that is in a better position to answer your question.
   c) Any personally identifiable information that you give us will be used to respond to your request or to analyze trends.

3) **Information That is Stored Electronically**

   a) The Genesee County website offers an e-commerce function that allows for the submission of electronic payments. If an e-commerce transaction requires you to provide personally identifiable information, such as your name or mailing address, that information will be retained for a specified period. However, credit card information will not be stored. To complete the transaction, your credit card

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information is securely transmitted directly to the payment processor via an encrypted connection.

b) Access to personally identifiable information and public records on the County's website is governed by the Michigan Freedom of Information Act. Information you provide may be subject to disclosure upon request. Additionally, the County may be compelled to disclose personally identifiable information by court order or subpoena.

4) **Use of Cookies**

a) When you use the Genesee County website, search County databases, make electronic payments, or utilize the online services shopping cart, a cookie is placed on your device to facilitate the completion of those tasks. This cookie contains only a randomly generated, unique identifier and does not store any personally identifiable information. Cookies that are placed on your device will remain there until they expire or are manually removed by you.

5) **Security Statement**

a) The security of the information you provide is a priority for Genesee County. To protect site security and ensure that this service remains accessible to all users, the County utilizes software tools to monitor network traffic and detect unauthorized attempts to upload, modify, or damage information. Unauthorized actions to alter or upload information on this site are strictly prohibited and may result in legal consequences.

b) For questions or concerns, contact the Chief Information Officer by writing to Genesee County Department of Information Technology, 1101 Beach Street, Suite 223, Flint, Michigan USA, 48502 or by email to cio@geneseecountymi.gov.

6) **Link Policy**

a) Links to other websites provided on the Genesee County website are intended to offer information on initiatives, projects, and resources that promote County business, development, and other government services. The Genesee County Department of Information Technology evaluates all link requests based on the following criteria:

- The relevance and importance of the requested link to the County's functions;
- The availability of County resources to monitor and maintain the website; and
- The significance of the material on the linked site.

b) Any third-party website linking to the Genesee County website:

- Shall not create a frame, browser, or border environment around any of the County website content;
- May not replicate County website content;
- Shall not imply that Genesee County endorses or sponsors it or its products or services;
- Shall not use Genesee County trademarks without prior written consent; and

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- Shall not contain content that may be interpreted as distasteful, offensive, or controversial.

c) Genesee County reserves the right, at its sole discretion, to deny or rescind permission to link to its website, or to require the termination of any link, for any reason.

7) **User Conduct**

Users of the Genesee County website agree to use the site in a manner that is lawful and in accordance with these Terms of Service. Prohibited conduct includes, but is not limited to:

- Engaging in any form of harassment, threatening behavior, or abusive language towards other users or County personnel.
- Attempting to gain unauthorized access to any part of the website or its systems, including through hacking or other means.
- Using automated tools, such as bots or scrapers, to collect data or content from the website without express permission.
- Posting or transmitting any content that is unlawful, defamatory, obscene, offensive, or otherwise objectionable.
- Violators of these provisions may have their access to the website suspended or terminated and may be subject to legal action.

8) **Use of Information and Copyright and Trademark Rights**

a) Users are permitted to freely print information obtained from the Genesee County website. Permission to use documents, such as reports and data sheets, from this site is granted under the following conditions:
   - Genesee County's copyright notice, or the applicable copyright notice of a third party, must be included on all copies.
   - You may not reproduce any trademark or servicemark displayed on this site without the express written consent of the respective mark owner.
   - The use of documents from this site is restricted to informational or personal purposes only.
   - No modifications may be made to any documents.

b) All such documents and related graphics are provided "as is." Elements of the County website are protected by copyright and trademark law. You may not replicate the design or layout of the County website. Unless explicitly permitted on a web page, no logo, graphic, or image from any County office may be reproduced or copied.

9) **Prohibition on Website Scraping**

The use of automated systems, bots, or software to extract data or information from the Genesee County website, commonly known as website scraping, is strictly prohibited. This includes but is not limited to the use of any software,

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scripts, or automated tools to access, monitor, or copy content or data from the site without express written permission from Genesee County. Violators may be subject to legal action for breach of this provision.

10) **Limitation of Liability**

To the fullest extent permitted by law, Genesee County shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising from or related to the use of this website or the information contained herein. This includes, but is not limited to, damages for loss of profits, data, or other intangible losses, even if Genesee County has been advised of the possibility of such damages. Users agree that their use of the website is at their own risk.

11) **Indemnification**

You agree to indemnify, defend, and hold harmless Genesee County, its officers, employees, agents, and affiliates from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or in any way connected with your use of the website, violation of these Terms of Service, or infringement of any intellectual property or other rights of any person or entity.

12) **Changes to Terms**

Genesee County reserves the right to modify these Terms of Service at any time. Any changes will be effective immediately upon posting the revised terms on the website. Users are encouraged to review the Terms of Service periodically for any updates. Your continued use of the website following the posting of changes constitutes your acceptance of those changes.

13) **Governing Law**

These Terms of Service shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law principles. Any disputes arising out of or relating to these terms or the use of the Genesee County website shall be resolved in the appropriate courts of Michigan.

14)**Disclaimer**

Genesee County provides the information on this website as a public service. While the County strives to ensure the information is accurate, complete, and timely, it does not guarantee the accuracy of the content.

The County reserves the right to make improvements or changes to the information at any time. No warranties of any kind—whether implied, express, or

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statutory—including but not limited to warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose, and freedom from computer viruses, are provided with respect to the contents of this site or any links to external resources.

This website contains links to external websites. Genesee County does not endorse, ensure the accuracy of, or guarantee the safety and privacy of these linked sites. The County assumes no responsibility for the content found on those external sites. It is the responsibility of the website user to assess the content and usefulness of information obtained from such sites.

Due to the dynamic nature of the web, there may be links that change or become non-functional. We apologize for any inconvenience this may cause and assure you that we are continuously updating, reviewing, and improving the site and its content.

No information provided on this site is intended as legal advice. Use of this website is at your own risk, and Genesee County will not be held liable for any errors or omissions. In no event shall the County be liable for any special, indirect, or consequential damages, or any damages whatsoever resulting from loss of use, data, or profits, whether in contract, negligence, or any other tort action arising out of or in connection with the use or performance of the information available on this website.

By using this website, you agree to these terms and conditions.

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Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1360 **Agenda Date:** 11/13/2024 **Agenda #:** 18.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Andrea Johnson, Deputy Court Administrator, 67th District Court

RE: Approval of a grant award from the State Court Administrative Office, in the amount of $38,000.00, to provide for Genesee County's Sobriety Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

BOARD ACTION REQUESTED:

67th District Court respectfully requests approval to accept the Office of Highway Safety Planning (OHSP) grant award through the State Court Administrative Office in the amount of $38,000 for fiscal year 2025 to provide funding for the Genesee County Sobriety Court (GCSC).

BACKGROUND:

Genesee County Sobriety Court is in its 9th year of operation. GCSC maintains its operations with the assistance of funding through grants.

DISCUSSION:

The funding received from OHSP will assist in sustaining the operations of the Genesee County Sobriety Court. The OHSP grant does not require matching funds.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The fund account is 2927-286.02. An amendment is necessary to align the budget with the award amount (attached). The OHSP grant does not require matching County funds.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The OHSP grant advances the priority of safe communities by enhancing public safety by providing tools, resources, and support necessary for alcohol-dependent offenders to attain and maintain

sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 67th District Court to authorize accepting the Office of Highway Safety Planning grant award through the State Court Administrative Office in the amount of $38,000.00, for the period commencing October 1, 2024 through September 30, 2025, to provide funding for the Genesee County Sobriety Court, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute the grant agreement on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Michigan Supreme Court
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

September 16, 2024

Honorable William Crawford, Chief Judge
67th District Court
630 S. Saginaw St.
Flint, MI 48502

Re: FY 2025 National Highway Traffic Safety Administration Office of Highway Safety Planning Grant Award Notification
67th District Court — Hybrid DWI/Drug Court
Contract Number: 37611
UEI: XD5HMHXNBWX6
SCAO UI: U10012

Dear Chief Judge Crawford:

I am pleased to inform you that your application for funding through the Office of Highway Safety Planning grant program has been approved. On behalf of the State Court Administrative Office (SCAO), I am delighted to award your court a grant in the amount of $38,000 to support your problem-solving court. This award is for the grant period October 1, 2024, through September 30, 2025, and is contingent upon SCAO being awarded and receiving federal grant awards in the full amount requested.

National Highway Traffic Safety Administration, Michigan Office of Highway Safety Planning grants are for those jurisdictions with a fully operational DWI Sobriety or Hybrid DWI/Drug court program seeking to expand operations. [27] The funding supports contractual services, such as testing and treatment, and approved in-state training and travel costs, to enable DWI Sobriety or Hybrid DWI/Drug courts to promote public safety and contribute to a reduction in substance abuse and recidivism among nonviolent adult substance-abusing offenders, reduce reliance on incarceration within existing correctional systems and local jails, and establish monitoring and evaluation measures that will demonstrate program effectiveness. Michigan Office of Highway Safety Planning grant funds may only be expended on DWI or drugged

[27] Jurisdictions that fall under the pre-FY 2024 funding structure of one planning, three funded, one step-down, may submit under those guidelines of support.

driving offenders.

Your court's fiscal year 2025 contract will be e-mailed from DocuSign to your project director, Andrea Johnson. Please review the contract carefully and sign it by **December 13, 2024**. The budget, based on your court's actual award, must be updated in WebGrants by **November 1, 2024**. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

Each year we receive grant requests that greatly exceed the total amount spent in the preceding fiscal year and available funding for awards to courts. Your total grant award is based on what we believe it will cost to operate your program as you did last year plus any planned expansion, enhanced services, and/or cost increases.

Additionally, SCAO will continue considering requests for grant reallocations throughout the fiscal year. A reallocation is a mid-year decrease or increase of your grant award. For example, a program that needs additional grant funding may request a reallocation to increase the program's grant award. On the other hand, a court may not spend their entire award, and funds may be reallocated to courts needing additional funding. Reallocation requests are submitted in WebGrants, and SCAO staff review and make reallocation determinations after second-quarter claims are submitted and after third-quarter claims are submitted. A reallocation that decreases or increases a program's grant award is based on actual prior spending and projected spending for the remainder of the fiscal year.

The Michigan Supreme Court and SCAO are confident that your project will have significant impact, and we look forward to seeing continued positive outcomes. We commend your dedication and commitment to these lifesaving programs and thank you for making a positive difference in so many lives.

Should you have questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

Sincerely,

Thomas P. Boyd

Thomas P. Boyd
State Court Administrator

cc: Honorable Jessica J. Hammon
Andrew Smith, Problem-Solving Courts Manager
Kristi Drake, SCAO Region II Administrator
Christal Jones, Court Administrator
Andrea Johnson, Project Director

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STATE COURT ADMINISTRATIVE OFFICE
OFFICE OF HIGHWAY SAFETY PLANNING GRANT

Subcontract Agreement
Between

SCAO

Federal I.D. Number: 38-6000134

and

GRANTEE: 67th District Court - Hybrid DWI/Drug Court

Federal I.D. Number: 38-6004849

Contract Number: 37611
Grant Amount: $38,000
SCAO Unique Identifier: U10012
Project Title: SCAO OHSP Grant Program
Assistance Listing Number Title: Alcohol Traffic Safety and Drunk Driving Prevention Incentive Grant
Assistance Listing Number: 20.616
Unique Entity Identifier (UEI): XD5HMHXNBWX6
Federal Agency Name: U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA)
Federal Grant Administered by: Michigan Office of Highway Safety Planning ("OHSP")
Federal Grant Award Number: 2025-ID-05-IG

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "OHSP" refers to the Office of Highway Safety Planning, which is the subject of this Agreement.

1.03 The term "Confidential Information" means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the

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Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark, protected material, performance standards concepts, formulae, charts, statistics, financial records, and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.04 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.05 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes any increases or reductions under Section 24.

1.06 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.07 The term "Liabilities" means all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.09 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.10 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing

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copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.

1.11 The term "Program Expenses" means all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains, or utilizes for the Grantee's performance under this Agreement. This term includes allowable program costs as articulated in WebGrants. This term also includes Travel Expenses as defined below.

1.12 The term "Program Income" means gross income earned by the Grantee during the Agreement period as a direct result of the grant project's Services, including, but not limited to, proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds.

1.13 The term "Services" refers to the goods, services, activities, projects and initiatives that the Grantee agrees to provide to the SCAO under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.14 The term "Taxes" refers to all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.15 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

1.16 The term "WebGrants" refers to the web-based grant management system used by the SCAO.

1.17 The term "Work Product" refers to reports, programs, manuals, tapes and videos including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Grantee under this Agreement and amendments thereto.

2. PERIOD OF AGREEMENT

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2.01 This Agreement covers Services rendered during the grant period beginning on October 1, 2024, and ending on September 30, 2025, at 11:59 p.m. ("Agreement Period"), unless the parties agree in a signed writing to an amendment in accordance with Section 34.

2.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

3. GRANT AMOUNT CONTINGENCIES

The SCAO agrees to provide reimbursement-based funding in an amount not to exceed the Grant Amount, conditioned upon the SCAO's actual receipt of the award. If the Grant Amount is reduced or eliminated, or if the SCAO does not receive sufficient funding, the SCAO has no obligation to the Grantee to fulfill the terms of this Agreement, and the Grantee has no recourse therefrom. In no event does this Agreement create for the Grantee's benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RISK EVALUATION REQUIREMENT

The SCAO is responsible to evaluate risk of Grantee's noncompliance with federal statutes, regulations, and terms, 2 CFR 200.332. Additional reporting requirements to mitigate noncompliance may be required by Grantee based on the court's risk level, and the SCAO will notify the Grantee if additional reporting requirements are needed.

5. RELATIONSHIP

5.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

5.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

5.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.

5.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

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6. SYSTEM FOR AWARD MANAGEMENT

The Grantee (and all subrecipients and contractors) must register or update in the System for Award Management (SAM) annually to be eligible for federal and state grants administered by the SCAO.

7. CHANGE IN GRANTEE CONTACT

The Grantee must submit an Agreement amendment through WebGrants notifying the SCAO of any changes in project directors, program judge, agency contacts, financial officers, or Authorizing Officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

8. SCOPE OF SERVICES

The Grantee shall use its best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services. Commitment of the state resources for the acquisition of goods and services, and execution of purchase orders, contracts, and similar agreements shall remain the sole responsibility of the SCAO.

9. STATEMENT OF WORK

The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. RIGHTS TO WORK PRODUCT

10.01 All written or visual Work Product created solely by the SCAO is exclusively owned by SCAO and is subject to copyright or patent only by the SCAO.

10.02 All written or visual Work Product produced under this Agreement with funds provided by the grant from SCAO shall belong to and will be owned by SCAO and SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

10.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product that is not Confidential or Proprietary Information as defined in this Agreement

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if the Work Product enters the public domain. However, the Grantee shall not publish or distribute any Work Product without the prior written permission of the SCAO.

10.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Grantee's property, materials and/or Work Product.

11. WRITTEN DISCLOSURE

11.01 The Grantee shall promptly disclose in writing to the SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

11.02 The Grantee warrants that, during the time period that this Agreement is effective, there are no such Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.

11.03 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

12. INSURANCE

Grantee is self-insured/has procured insurance in an amount sufficient to cover all claims related to the Grantee's Service and as required by law.

13. PERFORMANCE MEASUREMENT DATA AND REPORTING REQUIREMENTS

13.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements with the OHSP.

13.02 Further, for each participant who is screened or accepted into the OHSP program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System (DCCMIS). When any required report is 30 calendar days past due, a delinquency notice will be

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sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement.

13.03 When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 38 of this Agreement.

14. PAYMENT PROCESSING

14.01 The Grantee must submit all payment requests along with all required reports, records, and source documentation. Payment requests must be timely submitted to ensure that the SCAO can request reimbursement from OHSP within the required reimbursement period. If required support for payment is provided, the Grantee will be paid within 30 calendar days after submission. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposit. To register, go to the Department of Technology, Management, and Budget's website.

14.02 The Grantee shall make reasonable efforts to bill and collect first- and third-party fees, where applicable, and report them as outlined above in Section 13 (Performance Measurement Data and Reporting Requirements). The Grantee will not be reimbursed for any items for which Grantee fails to bill and/or fails to attempt to collect.

14.03 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement.

14.04 Only program Services and program Expenses detailed in the approved budget incurred during the grant period are eligible for reimbursement. Program Expenses incurred that are not detailed in the approved budget or are incurred outside the grant period will not be reimbursed. Costs cannot exceed the approved grant award.

14.05 Any Program Income received shall be used exclusively to further traffic safety project activities. Program Income must be netted against costs incurred within the grant or returned to the SCAO, unless prior permission is obtained from the SCAO to use the funds for other traffic safety projects.

14.06 Reimbursement for Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

14.07 Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will also result in nonreimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

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

14.09 To assure that expenditures are proper and in accordance with the terms and conditions of the federal award and approved project budgets, the Grantee's annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the federal award's terms and conditions, and have been incurred by the Grantee's program or court. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

14.10 The Grantee is aware that this is a reimbursement-based grant.

14.11 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

14.12 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list, reasonable and necessary (as determined solely by the SCAO), and in the approved budget.

14.13 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, state or federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

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14.14 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and Section 13 of this Agreement.

15. EMPLOYEE TIME CERTIFICATION

15.01 All Agreement-funded employees will timely complete and submit to the SCAO an executed Employee Time Certification form supplied in WebGrants.

15.02 The Grantee shall notify the SCAO immediately as set forth in Section 7 of this Agreement when a grant-funded employee (including employees of subrecipients):

- becomes disabled or deceased while assigned to a grant-funded position,
- is removed or reassigned from a grant-funded position; and/or,
- is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 calendar days by another employee)

16. AUTHORIZED ACCESS

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the SCAO, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized by law. The SCAO and/or the OHSP and/or an outside team hired by either, may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, (including subrecipients), if requested. The Grantee shall work cooperatively with the monitoring, audit and/or evaluation team to permit full review of the program. 2 CFR 200.332(a)(5) requires that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR 200.332, and the Grantee agrees to require its subrecipients to abide by these regulations.

17. CONFIDENTIAL INFORMATION

17.01 To ensure the Grantee effectively performs the Services, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days in accordance with the notice provisions in Section 38 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

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17.02 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

18. MEDICAL INFORMATION

The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, both the SCAO and the Grantee shall assure that medical services to, and information contained in the medical records of, persons served under this Agreement or other such recorded information required to be kept confidential as required by law, in connection with the Services provided under this Agreement, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may otherwise be required by law. Such information may be disclosed in summary, statistical, or other form if the disclosure does not directly or indirectly identify particular individuals. This section survives termination or expiration of this Agreement.

19. HUMAN SUBJECTS

The Grantee agrees that prior to the initiation of research, the Grantee will submit to the SCAO's Institutional Review Board (IRB) application material for all research involving human subjects conducted in programs sponsored by the SCAO or in programs which receive funding from or through the State of Michigan, to a federally assured IRB, as well as to SCAO, for review and approval.

20. AUDITS

The Grantee must comply with the following requirements:

A. Single Audit

The Grantee that expends $1,000,000 or more in federal awards during their fiscal year must submit a Single Audit prepared in accordance with the Single Audit Act as amended, 31 USC Section 7501 *et seq*., the audit requirements found in 2 CFR 200.501, and the Uniform Administrative Requirements in 2 CFR Part 200. Grantee must also timely submit a Corrective Action Plan for any audit findings that impact SCAO-funded programs and a management letter with a response if applicable.

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B. Audited Financial Statements

Grantees that expend less than $1,000,000 in federal awards during their fiscal year must submit audited financial statements to the SCAO within nine months after the end of the Grantee's fiscal year.

C. Due Date and Submission Information

The required audit and any other required submissions must be timely submitted to the required federal and state agencies. Unless the audit submission has been uploaded to the Michigan Department of Treasury website, the submissions must also be submitted to the SCAO within nine months after the end of the Grantee's fiscal year to:

Michigan Supreme Court Finance Department
925 W. Ottawa Street.
Lansing, Michigan 48909-0634

D. Penalty

i. Delinquent Single Audit or Financial Statement Audit

If the Grantee does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the audited financial statement and management letter (if issued) with a response within nine months after the end of the Grantee's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the SCAO may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by the SCAO. The SCAO may retain the amount withheld if the Grantee is more than 120 calendar days delinquent in meeting the filing requirements, and may terminate this Agreement if the Grantee is more than 20 calendar days delinquent, if an extension has not been approved by the cognizant or oversight agency for audit.

ii. Delinquent Audit Status Notification Letter

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

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E. Other Audits

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

F. Other Requirements

To the extent that additional requirements are adopted by law during the terms of this Agreement that impact the Agreement's terms, the Grantee agrees to abide by them.

21. SUBRECIPIENT MONITORING

21.01 The Grantee is solely responsible for monitoring its subrecipients and will submit copies of all executed subcontracts from subrecipients through WebGrants within 60 calendar days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Grantee and an employee of the subrecipient agency that is authorized to enter into legally binding contracts for the entity receiving funds. Failure to submit these documents to the SCAO within 60 calendar days may result in withholding future payment or other penalties, as determined by the SCAO.

21.02 Before any Services are rendered by subrecipients, the Grantee must obtain a written subcontract executed by all affected Parties.

21.03 The Grantee's subcontracts with subrecipients shall require the subrecipients to comply with all applicable terms of this Agreement, including all OHSP Grant Management Requirements (Attachment 2) incorporated into this Agreement. The Grantee shall provide all subcontractors with a copy of this Agreement and a copy of OHSP Grant Management Requirements (Attachment 2).

21.04 In the event of a conflict between provisions in this Agreement and subrecipients' subcontract provisions, this Agreement shall prevail, and this term shall be included by the Grantee in all subrecipient subcontracts. A conflict between this Agreement and the subrecipient's subcontract, however, shall not be deemed to exist where the subcontract requires the subrecipient to perform Services in less time than this Agreement affords the Grantee. The Grantee is solely responsible to the SCAO for any and all subcontracted Services and for any breaches caused by subrecipients.

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21.05 Expenses must be reasonable and necessary. If detailed Expense information is not included as part of the application process, the Grantee must submit a request seeking approval once sufficient detail has been supplied.

22. SOFTWARE COMPLIANCE

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

23. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO that of the investigation or charge in accordance with the notice provisions in Section 38 of this Agreement.

24. INCREASES AND REDUCTIONS IN GRANT AMOUNT

24.01 When Grantee cannot spend some or all allocated grant funds, the funds should be reallocated to other courts who can spend them. This ensures that the courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Amount expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 24.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and subject the Grantee to the procedures set forth in Section 24.05 below.

24.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

24.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.

24.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Agreement Period that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the

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additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

24.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.

B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.

C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.

D. For communications other than those made through WebGrants and as mentioned in Subsection 24.05(B), all notices will be sent as provided in Section 38 of this Agreement.

24.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 24.05(C) will be followed.

24.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

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24.08 Section 24 survives termination of this Agreement.

25. SUSPENSION OR TERMINATION OF AGREEMENT

25.01 Termination for Cause. In addition to the provisions set forth in Section 24, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.

B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

C. If the Grantee submits false certification or falsifies any other report or document required hereunder.

D. If the Grantee is charged with or convicted of any activity referenced in Section 23 of this Agreement during the term of this Agreement or any extension thereof.

E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation, award, or budget shortfalls.

F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

G. If any report from Section 13 is at least 45 days late.

25.02 Termination for Convenience. Upon ten (10) days of prior written notice, provided in accordance with the notice provisions in Section 38, either party has the right to terminate this Agreement without cause subject to the conditions below.

25.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

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25.04 If the SCAO terminates this Agreement under Section 25, with the exception of termination stated in Section 25.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

26. FINAL REPORTING UPON TERMINATION

If the Grantee is the party attempting to terminate the Agreement, the Grantee's obligations under the Agreement cannot be terminated until Grantee fulfills all of the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under the Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

27. SEVERABILITY

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

28. LIABILITY

28.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. 28.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with performance under this Agreement.

28.02 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

28.03 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the Michigan Supreme Court ("MSC"), including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third-party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement.

28.04 Nothing in Section 28 shall be deemed to waive governmental immunity provided by law.

29. MICHIGAN LAW

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This Agreement shall be subject to, and shall be enforced and construed under, the laws of Michigan.

30. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the State of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the State of Michigan or its subdivisions, including real property, personal property, and income taxes.

31. DISPUTES

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 38 of this Agreement.

32. CONFLICT OF INTEREST

The Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

33. COMPLIANCE WITH APPLICABLE LAWS AND AGREEMENTS

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements such as Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the Agreement between the OHSP and the SCAO. The SCAO shall supply the Grantee with a copy of said Agreement.

34. AMENDMENTS

34.01 Except as provided in Subsections 24.05 and 34.02, the parties may amend this Agreement only in writing signed by both parties.

34.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

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35. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Reporting requirements (see Attachment 1),
B. The SCAO Grant Assurances (in WebGrants),
C. Allowable/disallowable expense list (in WebGrants),
D. Conditions on Expenses (in WebGrants),
E. Approved grant budget (in WebGrants), and
F. The OHSP Grant Management Requirements (see Attachment 2).

36. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of an adult drug court, DWI sobriety court, hybrid DWI/drug court, veterans' treatment court, or family dependency treatment court. Any of these programs that are not certified shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

37. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

The SCAO may review the Grantee's performance onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

38. DELIVERY OF NOTICE

38.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms to all individuals listed below: 1) by electronic mail or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

38.02 The Grantee's contact person is:

Andrea Johnson
67th District Court
630 S. Saginaw St.
Flint, MI 48502
ajohnson@geneseecountymi.gov

38.03 The SCAO's contacts are:

Andrew Smith

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State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
SmithA@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
GambyR@courts.mi.gov

39. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees:

A. To comply with all Federal and State nondiscrimination laws and regulations, as may be amended from time to time.

B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 herein.

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the OHSP, US DOT, or NHTSA.

D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the OHSP will have the right to impose such Agreement sanctions as it or the NHTSA determine are appropriate, including but not limited to withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

40. GRANTEE'S AUTHORIZING OFFICIAL

40.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and

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Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

40.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

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SIGNATURES OF PARTIES
OFFICE OF HIGHWAY SAFETY PLANNING GRANT
CONTRACT NUMBER: 37611

41. SIGNATURE OF PARTIES

41.01 This Agreement is not effective unless signed by both Parties.

41.02 The signatures on this Agreement are electronic through the DocuSign system.

41.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

41.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

67th District Court **Hybrid DWI/Drug Court**	**State Court Administrative Office**
_____ Authorizing Official's Signature	_____ SCAO Official's Signature
_____ Authorizing Official's Name	_____ SCAO's Official Name
_____ Authorizing Official's Title	_____ SCAO Official's Title
_____ Date Signed by Authorizing Official	_____ Date Signed by SCAO Official

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Attachment 1

OFFICE OF HIGHWAY SAFETY PLANNING (OHSP) GRANT
FY 2025 REPORTING REQUIREMENTS
October 1, 2024, through September 30, 2025

PROGRAM REPORT DUE DATES	
January 10, 2025	Courts will be reporting on progress made during **October 1, 2024, through December 31, 2024**.
April 10, 2025	Courts will be reporting on progress made during **January 1, 2025, through March 31, 2025**.
July 10, 2025	Courts will be reporting on progress made during **April 1, 2025, through June 30, 2025**.
October 10, 2025	Courts will be reporting on progress made during **July 1, 2025, through September 30, 2025**.

PROGRAM INCOME REPORT DUE DATES	
January 10, 2025	Courts will be reporting on income collected **October 1, 2024, through December 31, 2024**.
April 10, 2025	Courts will be reporting on income collected **January 1, 2025, through March 31, 2025**.
July 10, 2025	Courts will be reporting on income collected **April 1, 2025, through June 30, 2025**.
October 10, 2025	Courts will be reporting on income collected **July 1, 2025, through September 30, 2025**.

FINANCIAL CLAIM REPORTS DUE DATES	
January 10, 2025	Courts will be reporting on expenditures from **October 1, 2024, through December 31, 2024**.
April 10, 2025	Courts will be reporting on expenditures from **January 1, 2025, through March 31, 2025**.
July 10, 2025	Courts will be reporting on expenditures from **April 1, 2025, through June 30, 2025**.
October 10, 2025*	Courts will be reporting on expenditures from **July 1, 2025, through September 30, 2025**.

PROGRAM INCOME VERIFICATION DUE DATE	
January 10, 2025	Courts will be verifying whether program income is collected.

EMPLOYEE TIME CERTIFICATION DUE DATES	
April 10, 2025	Courts will be reporting on employee time paid by the grant during the time period of **October 1, 2024, through March 31, 2025**.
October 10, 2025	Courts will be reporting on employee time paid by the grant during the time period of **July 1, 2025, through September 30, 2025**.

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DCCMIS USER AUDIT DUE DATE	
January 31, 2025	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT DUE DATE	
January 31, 2025	Courts will be confirming user access to WebGrants.

DCCMIS DATA EXCEPTION REPORT DUE DATES	
November 15, 2024	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2024.
February 15, 2025	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2024.
May 15, 2025	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2024.
August 15, 2025	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2025.

*When the due date of the fourth-quarter claim is on a weekend, the new due date will be the Thursday before that weekend.

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Federal Grant Management Requirements

1. All correspondence to the Office of Highway Safety Planning (OHSP) regarding this project shall include the project number (example: 2025-PT-09-00).

2. Each grant is required to have at a minimum three separate individuals responsible for grant management: one serving as an authorizing official, one as a project director, and one as a financial officer. A change in project director, agency contact, financial officer, authorizing official, addresses, email, or telephone numbers requires written notification to the OHSP. The project director will be responsible for also making these changes in the online grant management system.

3. The OHSP is required by the National Highway Traffic Safety Administration (NHTSA) to evaluate and document the risk for each entity applying for federal grant funds prior to making an award. The project director must register or annually update the registration in the online System for Award Management (SAM) to be eligible for federal grants. The OHSP will verify, within the SAM, there are no outstanding issues or concerns. Project directors must update their FY2025 online grant application with the new Unique Entity Identifier (UEI).

4. The OHSP may conduct a monitoring review of highway safety grants in accordance with Title 2 CFR 200, the NHTSA regulations, and these Grant Management Requirements (GMRs) to determine adherence to project objectives, to review financial procedures, and to ensure compliance with grant requirements. All subrecipients are expected to cooperate with all reasonable requests for information as part of the monitoring review process.

5. The subrecipients must take reasonable measures to safeguard protected personally identifiable information. “Subrecipients includes all grantees, contractors, or participants throughout this document. This information is based on what the NHTSA or the OHSP designate as sensitive, or that the subrecipient considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.

6. All project proposals, applications, and amendments are required to be entered in the online grant management system (Michigan Grants System–MGX). The primary subrecipient is responsible for ensuring all approved sub-subrecipients participating in a project sign and understand the NHTSA Certifications and Assurances as they have been required by OHSP. "Sub-subrecipient" includes all grantees, contractors, or participants receiving grant funds via a lead subrecipient agency. The primary subrecipient organization is responsible for maintaining the signed copies of the Certifications and Assurances documents of their sub-subrecipients, and a subrecipient can be asked to present these documents to OHSP at any time. The subrecipient must retain these documents per State of Michigan retention policies.

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NONDISCRIMINATION

The State highway safety agency will comply with all Federal statutes and implement regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities). These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
3. Federal-Aid Highway Act of 1973, and Title IX of the Education Amendments of 1972
4. Section 504 of the Rehabilitation Act of 1973 and 49 CFR part 27.
5. The Age Discrimination Act of 1975
6. The Civil Rights Restoration Act of 1987
7. Titles II and III of the Americans with Disabilities Act and 49 CFR parts 37 and 38
8. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
9. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency and 70 FR at 74087 to 74100
10. Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government).
11. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety subrecipients receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance.

a. Agrees to comply with all applicable provisions of law governing the U.S. Department of Transportation's (DOT) or the NHTSA's access to any documents conducted by any Federal Nondiscrimination Authority.

b. Acknowledges that the U.S. has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance.

c. Insert in all contracts and funding agreements with other State subrecipient agrees—*(insert this clause, including paragraphs a through d, in every subcontract and in every solicitation which receives Federal funds under this program).*

d. Will comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.

e. Will not participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law as set forth in Appendix B of 49 CFR part 21 herein.

f. Will permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA.

g. That, in the event a subrecipient fails to comply with any nondiscrimination provisions in this funding agreement, the State highway safety agency will have the right to impose sanctions including withholding payments to the subrecipient until the they comply; and/or cancel, terminate, or suspend a funding agreement.

POLITICAL ACTIVITY (HATCH ACT)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal funds have been paid to any person for influencing/attempting to influence an employee of any agency, a member or employee of Congress, in connection with the awarding/continuation of any Federal grant.

2. If any funds other than Federal appropriated funds have been paid/will be paid to any person for influencing/attempting to influence employee of any agency, a Member/employer of Congress, in connection with this grant the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

3. The undersigned shall require that the language of this certification be included in the award documents that person shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite into this transaction imposed by Section 1352, Title 31, U.S. Code.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or

local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with the NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. By signing and submitting this proposal, the prospective primary subrecipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation this covered transaction. The subrecipient shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the primary subrecipient to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the primary subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The primary subrecipient shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the primary subrecipient learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Parts 180. You may contact the department or the OHSP to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The primary subrecipient agrees by submitting this proposal that, should the proposed project be entered into, it shall not be debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the NHTSA.

7. The primary subrecipient further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a subrecipient in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the list of Parties Excluded from Federal Procurement and Non-Procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate

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the transaction, issue a stop work order, debar or suspend participants or take other remedies as appropriate.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-PRIMARY COVERED TRANSACTIONS

1. The primary subrecipient certifies to the best of its knowledge and belief, that its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

    b. Have not within a three-year period preceding this proposal 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 record, 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary subrecipient is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER PARTICIPANT CERTIFICATION (SUCH AS A SUPPLIER)

1. By signing and submitting this proposal, the lower tier subrecipient is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was established. If it is later determined that the lower tier subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The lower tier subrecipient shall provide immediate written notice to the person to which this proposal is submitted if, at any time, the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR Parts 180 and 1300. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The lower tier subrecipient agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The lower tier subrecipient further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A subrecipient in a covered transaction may rely upon a certification of a subrecipient in a lower tier covered

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transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A subrecipient is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier subrecipients, each participant may but is not required to check the System for Award Management Exclusion's website.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a subrecipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1. The lower tier subrecipient certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the lower tier subrecipient is unable to certify to any of the statements in this certification, such subrecipient shall attach an explanation to this proposal.

BUY AMERICA ACT

The State and each sub-recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. To use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation. While the Buy America Act was updated in October 2023 for 23 CFR Part 200, NHTSA Buy America requirements have not changed for 23 CFR Part 1300, which will be the deferred to guidance for OHSP and any subrecipients of NHTSA funds.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The NHTSA is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives on www.trafficsafety.org. The NHTSA website also provides information on statistics, campaigns, and program evaluations and references. All subrecipients are required to use a seat belt. See MCL 257.710e.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, government-owned, leased or rented vehicles, or privately-owned when on official government business or when performing any work on behalf of the government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving. All subrecipients are not allowed to text while driving, except for an emergency. See MCL 257.602b.

Additionally, the State of Michigan passed legislation effective June 2023 for hands-free driving. Under the law, a driver cannot hold or support a phone or other device with any part of their hands, arms, or shoulders. As a result, you cannot manually do any of the following on a cell phone or other electronic device while driving: Make or answer a telephone or video call; send or read a text or email message; watch, record, or send a video; access, read, or post to social media; browse or use the Internet; or enter information into GPS or a navigation system.

PUBLIC INFORMATION AND EDUCATION REQUIREMENTS

1. All original electronic files including designs, concepts, photographs, video, and audio financed with grant funds shall be delivered to the OHSP by an agreed upon due date between the OHSP and the subrecipient (and all sub-recipients and contractors). The items will remain the property of the OHSP and shall not be subject to copyright protection by the vendor or their agents. Items will be submitted to the OHSP immediately after production of the item. The OHSP will hold the final grant reimbursement until all the above items have been submitted. The subrecipient (and all sub-recipients and contractors) shall not enter into an agreement that includes any time limits on rights for music, talent, artwork, or photographs. The subrecipient (and all sub-recipients and contractors) shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.

2. All printed public information and education materials and videos are required to contain logos as designated by the OHSP, which are available in electronic formats upon request. See printing requirements below for more details. Audio materials must include an OHSP tag line (see State of Michigan Printing Requirements #50 below). All materials, including audio and video materials and scripts, must be submitted for review and approval by the OHSP prior to production.

3. All businesses performing printing services must meet one of the following conditions: (a) bear the label of the branch of the allied printing trades council of the locality in which it is printed; (b) have on file 48 CFR part 9, subpart 9.4 with the Secretary of State, a sworn statement indicating that work is performed; or (c) have a collective bargaining agreement in effect formed by an organization that is not in any way influenced or controlled by management. See State of Michigan Procurement Policy Manual Chapter 1 Section 3.15.

4. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by seat belts or child passenger safety devices unless the lack of restraints is for demonstration or educational purposes. Helmets and other protective equipment shall be depicted for motorcyclists, motorcycle passengers, and bicyclists.

5. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or an agency is prohibited and not eligible for reimbursement.

6. Closed Captioning: All DVDs must be closed captioned.

    a. Printed publications must be available in audio files via the Michigan Braille and Talking Book Library. See ADA Guidance from the Department of Justice, specifically Section 35.160 on Communications.

7. Social Media Use and Approval: The creation of social media accounts such as Facebook, Instagram, Snapchat, and X, etc. with federally funded grants and projects require prior approval from the OHSP before release to the public.

8. The purchase of program advertising space on television, radio, magazines, newspapers, billboards, etc., may be approved on a case-by-case basis.

9. The following items require the prior approval of the OHSP program coordinator:

    a. Flyers, posters, brochures
    b. Training curriculum, excluding those developed by nationally approved agencies (i.e., the NHTSA, International Association of Chiefs of Police (IACP), etc.)
    c. Annual reports
    d. Newsletters

10. Funding requirement statement: The following byline shall be placed on all printed public information and education materials:

    "This was prepared in cooperation with, and funding from, the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed are those of the author(s) and are not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration."

11. Entities and individuals linking to Michigan.gov must not (1) capture Michigan.gov pages within frames; (2) misinform users about the origin or ownership of Michigan.gov content; (3) in any way modify the content and present it as the content of Michigan.gov; (4) portray any person, entity, or subject in a false or misleading light; (5) imply that the State endorses your products or services; or (5) violate any protected intellectual property rights to content on Michigan.gov. Subrecipients and subrecipients are not permitted to use the State's Great Seal, Coat-of-Arms or any State department or agency logo for linking purposes. Be aware that Michigan.gov and its subpages may change or be deleted at any time without notice. Subrecipients are solely responsible for the accuracy of their links. For more information on linking to Michigan.gov, see here.

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COPIES

1. The OHSP will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, or flash drive.

2. The 56. The OHSP will require one copy of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. This copy is distributed throughout the state of Michigan's library system:

    a. Annual reports
    b. Manuals, handbooks, and training materials
    c. News releases
    d. Statistics

3. The OHSP will require two of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are housed as part of the SOM's library system:

    a. Posters
    b. Brochures
    c. Flyers

4. If the publication is available on a publicly accessible website, no printed copy is required. However, an email which includes a link to the document must be provided to the OHSP. The SOM's library system will then include it in its digital archive.

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PROGRAM REQUIREMENTS

1. Progress reports and/or enforcement reports are required to be submitted throughout the grant period. The due dates for reports are specified in the grant approval letter and must be submitted in the online grant management system. Reports shall describe activities undertaken to accomplish each project goal, reason for non-activity, if necessary, activities planned for the next quarter, and obstacles encountered or anticipated. Progress reports must be submitted and approved by the OHSP program coordinator for the OHSP to process financial reimbursement. For traffic safety enforcement projects, enforcement reports must also be submitted in the online grant management system for the OHSP to process and approve financial reimbursement. Non-compliance with any program requirements or special conditions may result in grant termination.

2. Grant recipients can be called upon to return funds to OHSP if they receive their grant funds in a lump sum at the beginning of the grant period and are later determined to be out of compliance.

3. The final progress report is due on the date stated in the grant approval letter and shall include a summary of all activities and accomplishments for the entire grant period. Include the following information in the project summary:

    a. A list of significant accomplishments or activities of this project that addressed the project objectives.
    b. If no activity took place, a report must be submitted stating as such and reasons why.
    c. If goals were not met, a statement must be provided on why the goal was not achieved.
    d. Explanation of Overall Impact that the project has had in the subrecipient's community or jurisdiction.

4. Out-of-state travel requires prior written approval by the OHSP Division Director. The OHSP Subrecipient Out-of-State Travel Request form (OHS-016), and appropriate support documentation, shall be submitted at least 30 days in advance of anticipated travel. Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to the OHSP approval.

5. If a project amendment is required, the subrecipient shall contact the OHSP program coordinator for prior approval.

6. Subrecipients must have written, and established policies and procedures listed below, where applicable, as required by Title 2 Code of Federal Regulations 200 and were outlined elsewhere in these requirements. Shall meet the standards outlined in:

    a. Procurement 2 CFR 200.318 and 2 CFR 200.320
    b. Salary and Wages – 2 CFR 200.430
    c. Fringe Benefits – 2 CFR 200.431
    d. Travel – 2 CFR 200.474
    e. Internal Controls – 2 CFR 200.303
    f. Contracting 2 CFR 200.320 and 2 CFR 200.323
    g. Indirect Costs 2 CFR 200.414
    h. Conflict of Interest 2 CFR 200.112
    i. Accounting/Finance 2 CFR 200.302 and 2 CFR 200.400

7. **For Overtime Traffic Enforcement Grants Only:**

    a. The subrecipient shall verify all officers working the OHSP federally funded overtime have completed the Standardized Field Sobriety Testing (SFST) refresher course every three years. This does not apply to administrative staff hours billed to the grant.

    b. All law enforcement officers participating in an OHSP grant-funded traffic enforcement detail shall wear a properly fastened seat belt in accordance with state law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from the OHSP.

    c. Law enforcement agencies are encouraged to have a written vehicle pursuit policy in place.

    d. Traffic enforcement activity data from a participating required mobilization shall be submitted to the OHSP within five days of the conclusion of the enforcement period if requested by the OHSP. Agencies shall use the enforcement report in the online grant management system. Elective traffic enforcement activity data

shall be submitted at a minimum quarterly.

e. Only Michigan Commission on Law Enforcement Standards certified police officers shall be used on enforcement projects.

f. Grant funds CANNOT be used for activities such as response to calls for service, traffic control, property inspections, motorcades, or dignitary protection. The OHSP grant funds can only be used for activities approved in the grant.

g. Emergency response: A law enforcement emergency is defined as an imminent threat to life or property. If a law enforcement emergency occurs during a grant-funded detail and response is required by an officer(s) working that detail:

- The officer is allowed up to one hour of grant-time to respond and return to the traffic enforcement patrol.
- The agency must incur the costs (i.e., the grant cannot be charged) beyond an hour or for additional emergencies that arise during the detail.
- Response to non-emergency calls while on grant time must be charged to the agency.
- All emergency responses must be documented with a brief description on the officer daily.

h. Traffic enforcement shifts shall be scheduled for a minimum of two consecutive hours.

i. Traffic enforcement efforts shall be promoted to the community.

- As applicable, the subrecipient shall assist the OHSP with media events that will be conducted locally.
- Banners or other signage provided by the OHSP shall be displayed during the enforcement period.
- Traffic safety messages provided by the OHSP shall be posted on social media.

j. The subrecipient and the chief or sheriff or post commander from each participating agency will sign the OHSP GMRs Acknowledgement and Agreement form and the NHTSA Certifications and Assurances form signifying receipt and their agreement to comply with them as part of the online grant application process.

k. The subrecipient must keep track of funds spent. In some cases, multiple funding sources are assigned to law enforcement grants. In these situations, the subrecipient must assign, document, and monitor expenditures to each designated funding source separately. Separate accounts must be established for each funding source. Each grant and federal funding sources may not be used interchangeably. In the event the subrecipient overspends, the difference will need to be covered by the subrecipient. Additional funding will not be provided to support overspending of any federal program.

l. Law enforcement agencies receiving funding for overtime traffic enforcement cannot offer comp time in lieu of overtime pay.

m. A daily activity log with a listing of activities performed must be completed for all time requested for reimbursement. It must include the following information in the body of the document to be acceptable documentation: The start time of the grant-funded enforcement detail, a brief description of every stop, and the end time of the grant-funded detail. All grant time must be accounted for and documented at a minimum of every hour, regardless of whether a traffic stop is made. This includes time spent on traffic stops, arrest, transporting and lodging of arrested subjects, report writing, and serving as “zone spotters.

n. Total personnel hours billed to the grant reported on the enforcement reports must match the hours requested for reimbursement on the financial report.

o. The time on the daily must match the hours requested for reimbursement and supervisor approval must be documented electronically or in writing. If supervisor approval is given by means other than a signature on the daily, explanation of the approval process must be provided at the OHSP’s request and kept as grant documentation records.

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GENERAL FINANCIAL REQUIREMENTS

Compliance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 is required. Signed into law on September 26, 2006, the Federal Funding Accountability Act provides the public with a single, searchable database of federal awards. The OHSP is responsible for reporting data into the FFATA database for each NHTSA award that equals or exceeds $25,000. The FFATA reporting procedure also requires for each subrecipient agency is to maintain current registration in the federal SAM at https://www.sam.gov/ and obtain their new Unique Entity Identifier (UEI) in FY2025.

The following are financial requirements for the subrecipients.

1. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside of the grant period will not be reimbursed. **Costs cannot EXCEED the approved grant award.**
2. Goods purchased through the grant shall be received in acceptable condition. If goods are not received in acceptable condition within 30 days prior to the grant ending date, the subrecipient shall contact the OHSP program coordinator.
3. The subrecipient shall use generally accepted accounting principles.
4. Costs charged to this grant cannot be charged to any other program.
5. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all supporting documentation is received by the OHSP. A document entitled “Acceptable Backup Documentation for Federal Cost Claims is available from the OHSP to assist with identifying adequate supporting documentation.
6. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the OHSP regardless of the dollar amount. In addition, the subrecipient receiving funds from the OHSP for multiple grant projects must have a separate account for each grant project and funding type. It is the responsibility of the lead agency to ensure all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by the OHSP.
7. Costs reported on the final Financial Status Report (FSR) must match the agency’s separate account or fund that has been established for this project inside the agencies accounting system.
    a. Financial documents must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions, and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.
8. Comingling of funds on either a program-by-program or project-by-project basis is prohibited. The subrecipient’s accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:
    a. Separate accountability of receipts, expenditures, disbursements, and balances.
    b. Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity.
    c. Data and information for each expenditure and match contribution with proper reference to be a supporting voucher or bill properly approved.
    d. Maintenance of payroll authorization and vouchers.
    e. Maintenance of records supporting charges of fringe benefits.
    f. Maintenance of inventory records for equipment purchased, rented, and donated.
    g. Maintenance of billing records for consumable supplies (i.e., paper, printing) purchased.
    h. Provisions for payment by check.
    i. Maintenance of travel records (i.e., mileage logs, parking, hotels, meal receipts).
    j. Lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.
9. Costs must be net of all applicable credits such as purchase discounts, rebates, or adjustments of overpayments, or erroneous charges.

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10. The following deviations from the approved budget require prior approval from the OHSP: Once approved, appropriate amendments will need to be made to the grant agreement in the MGX.
    a. A specific item of cost not included in the approved budget.
    b. An increase in the number of a specific item over and above the total authorized.
    c. A transfer between major budget categories in excess of 10 percent of the budget category title being increased. (Personnel Costs, Contractual Services, Supplies/Operating Costs, Equipment, and Indirect–not the individual budget line-item titles.)
11. **Procurement Methods**
    a. Competition: The subrecipient shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.

b. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy America Act qualified sources.

c. The subrecipients shall follow their competitive bid process providing it is at least as restrictive as the process required by the Title 2 Code of Federal Regulations 200.320, the State of Michigan and complies with the Buy America Act(a copy of the State of Michigan procurement policy is available upon request). The subrecipient agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. The subrecipient must document that multiple bids were sought in a competitive bidding process. When two or more responses were not received, the subrecipient shall indicate the selected bid was the only response.

d. No employee or agent of the subrecipient shall participate supported by Federal funds if a conflict of interest, real or apparent, would be involved.

e. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OHSP. Records must sufficiently detail the procurement history for all purchases and should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price.

12. Documentation for costs shall be maintained for three years following final reimbursement.

13. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the prospective primary participant from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Per OMB requirements, program income must be utilized as an addition to the federal funding amount awarded for grant projects. It cannot be used as a deduction unless prior approval is received by the NHTSA Regional Administrator. Program income amounts must be recorded in the online grants management system. Contact the OHSP for further information.

14. Local Match: non-federal, in-kind costs that the subrecipient contributes to the grant project. The FAST Act 405(h) Nonmotorized Safety grant funds and the BIL 405(g) Nonmotorized Safety grant funds require a minimum 20 percent local match for the entire grant project cost. Local match costs must be supported with documentation. With prior approval from the OHSP, program income may be used to meet the cost sharing or matching requirement of the Federal award. For additional information on local match or "cost sharing please reference 2 CFR 200.306.

15. General Cost of Business/General Cost of Government: The replacement of routine and/or existing expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a for-profit business or government agency is considered general cost of business/general cost of government and is not allowable.

    A for-profit business or government agency shall not use federal grant funds to replace state funds, local funds, or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging the grant position. The Financial Officer or Authorizing Official's straight time costs may not be funded under this grant.

16. All other financial management requirements as listed in Title 2 Code of Federal Regulations 200.302 (Financial Management).

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COST REIMBURSEMENT

1. All OHSP projects are based on the cost reimbursement concept, i.e., state, local, or private funds shall be expended before reimbursement is provided.

2. Reimbursement is based on submission and approval of progress, enforcement, and financial reports. All requested information should be submitted electronically through the online grant management system. A financial report submitted to the OHSP by the subrecipient shall contain the following to be considered complete:

    a. Electronic signatures for the agency's Financial Officer, Project Director, Authorizing Official, or employee(s)–this is shown through the status change in the online grant management system.

    b. A copy of a report for the current period generated by the subrecipients official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, or a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.

    c. For enforcement grants: Officer names, dates, and amounts paid for each agency participating in grant funded patrols.

    d. For non-enforcement grants with personnel costs: Activity logs as described in "Personnel Costs under "Budget Cost Category Requirements.

    e. Copies of invoices or receipts must be included when applicable.

    f. Additional documentation as requested by the OHSP.

3. Financial reports are due, at a minimum, on a quarterly basis. Financial report due dates are specified in the grant approval letter. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" financial report shall be submitted. The submission of financial reports is mandatory, and non-compliance can result in termination of the grant. Financial reports will be considered delinquent if not submitted by the due dates specified in the grant approval letter.

4. other State of Michigan entities (i.e. Michigan State Police, Michigan Department of Transportation, Michigan Department of Health, and Human Services, etc.) a CARES document may not be submitted by the subrecipient for reimbursement. Instead, OHSP will prepare the CARES document to ensure accurate reimbursement of funds to the subrecipient.

5. The Project Director shall ensure that financial reports are submitted in compliance with reporting deadlines. If the financial report is submitted electronically without backup documentation, the financial report is not considered submitted and the subrecipient will receive a delinquent letter stating the same.

6. A delay in submitting support documentation may result in the suspension of all grant activity.

7. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

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AUDIT REQUIREMENTS

This section applies to subrecipients designated as sub-recipients by the OHSP.

1. Required Audit or Audit Exemption Notice. Subrecipients must submit to the OHSP either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit and not for profit subrecipients that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, subrecipients must provide explanations in writing for any audit findings that impact the OHSP-funded programs and submit a Corrective Action Plan to address each finding on how they will correct the issues.

    a. Single Audit - Subrecipients, sub-recipients, and contractors that are a state, county/local government, or non-profit or not for profit organization that expend $750,000 or more in federal awards during the subrecipient's, sub-recipient's, and contractor's fiscal year, must submit a Single Audit to the OHSP, regardless of the amount of funding received from the OHSP. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512(c).

    b. Financial Related Audit - Subrecipients that are for-profit organizations that expend $750,000 or more in federal awards during the subrecipient's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

    c. Audit Exemption Notice - Subrecipients exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certified these exemptions.

2. Financial Statement Audit. Subrecipients exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the OHSP a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the OHSP-funded programs including, but not limited to fraud, ongoing concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, subrecipients must also submit a corrective action plan for any audit findings that impact the OHSP-funded programs.

3. Other Audits. The OHSP or federal agencies may also conduct or arrange for "agreed upon procedures or additional audits to meet their needs.

BUDGET COST CATEGORY REQUIREMENTS

(Refer to the following for specific requirements of budget cost categories. Only requirements for cost categories contained within your approved grant budget apply.)

PERSONNEL COSTS

1. Includes itemized monthly or hourly salary rate. Fringe benefits are included under personnel costs.

2. Payments for salaries and wages shall be supported by a time and attendance report, based on an after-the-fact distribution of time, which shows details of the activities performed. All time and attendance reports must be signed the employee and supervisor. Electronic signatures are accepted.

3. Federal guidelines prohibit using federal grant funds to pay for routine and/or existing state or local expenditures.

4. If the grant contains personnel services as part of the award, a job description for each position listed in the budget must be available to the OHSP upon request.

    For enforcement grants (subrecipient)– See program requirements Section 5.

    For non-enforcement grants – The subrecipients must maintain activity logs which document the actual amount

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of time spent on the grant project and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.

5. Reimbursement for wages and fringe benefits shall be based on actual costs NOT budgeted rates. Only those fringe benefit costs that increase because of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include Federal Insurance Contributions Act (FICA), workers comp, and retirement, but if any of these costs are structured so that they do not increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50 percent of the position is grant funded, 50 percent of the fringes benefits can be claimed). Fringe benefit rates must be reasonable and in accordance with federal cost principles.

6. The rate of pay for grant-funded enforcement shall be determined according to the subrecipient contract, or employment agreement. Overtime rates must be applied consistently to all activities of an agency – higher rates may not be established just for federal grants.

7. Agencies shall comply with all state labor laws.

CONTRACTUAL SERVICES

The subrecipient must have a written and established contracting policy that it will utilize when engaging in contracting services. At a minimum, this policy should include cost or price analysis, bid vs buy decision process, bid acquisition methods, and contractor monitoring. The contracting policy should follow Title 2 Code of Federal Regulations part 200.318, 200.321, 200.323, 200.326, 200.330, and Appendix II to Part 200.

Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. Contracts are allowable, when necessary, to achieve the goals of the grant agreement. Costs are allowable for products, highway safety consultants, personal services, and/or individuals for support services, provided applicable state and local procurement procedures are followed and documentation is available that describes the official contract and procurement practices. Contracts and procurements must include “special provisions as provided by the OHSP. The subrecipient is responsible for verifying contractor eligibility by checking the national List of Parties Excluded from Federal Procurement and Non-Procurement Programs list available at www.govinfo.gov or adding a self-certification clause or condition to the contract.

All subrecipients awarding contracts or sub-contracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18-Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments, §18.36 Procurement. A signed copy of the contract, including the fully listed federal certifications and assurances, shall be submitted to the OHSP upon completion and is required for processing and approval of financial reimbursement requests.

The subrecipient awarding is responsible for managing all contracts issued using the OHSP grant funds including:

a. Ensuring the contractor complies with all contract provisions.
b. Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
c. Ensuring that all work is completed and accepted before the contract expires.
d. Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
e. Ensuring that contracts are amended after any grant agreement amendment that affects the contract terms.
f. Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
g. Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
h. Verifying all requirements of the contract are fulfilled before submitting the final invoice.
i. Ensuring that all Personnel Activity log requirements are met.

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SPECIAL PROVISIONS

The subrecipient awarding must insert in all contracts and funding agreements the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees: — **(insert this clause, including paragraphs a through d in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program)**

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2 and herein.

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the OHSP, the US DOT, or the NHTSA.

d. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the OHSP will have the right to impose such contract/agreement sanctions as it or the NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

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OPERATING COSTS

1. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed. These are costs not covered under other budget categories, including services not requiring contractual agreements and minor equipment such as office supplies, printing, and educational materials.

2. Automotive expenses submitted shall be based on actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times a mileage rate. The rate will be determined when the grant is approved but will generally be the Internal Revenue Service (IRS) business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.

3. Postage, telephone, and grant-related travel costs shall be documented by log or meter and submitted with the reimbursement request.

4. Training or conference registration costs should be included as Operating, external to the costs associated with traveling to such events.

TRAVEL COSTS

Out-of-State travel funded by federal grant funds require prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided (OHS-016). Requests shall be submitted at least 30 days in advance of anticipated travel. Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to the OHSP approval.

REIMBURSEMENT

The subrecipient will be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement. The subrecipient will have established and follow documented Travel Policies. Take note of which travel costs require supporting documentation per the Travel Policies.

1. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the subrecipient's published travel rates or the allowable State of Michigan travel rates. Exceptions require the OHSP approval during the grant application process. Subrecipients requesting an exception will attach their organization's travel policy when the first grant draft is submitted. The policy must be applicable to all organization travel. Policies will be reviewed by the OHSP fiscal manager or approval and cannot exceed the current federal travel reimbursement ratio.

2. The SOM travel rates may be found at the following website: https://www.michigan.gov/dtmb/services/travel

EQUIPMENT (INCLUDES SOFTWARE)

Items purchased for direct use by an agency or contractor (rather than for public distribution) over $5,000 are categorized as equipment. Please reference the federal law definition at 23 CFR 1300.31. Equipment is closely tracked pertaining to both federal and state regulations based on value and usable life.

In 2016, the NHTSA released a memorandum clarifying equipment purchases for federal highway safety grant projects. Equipment is eligible for reimbursement as a direct expense chargeable to a specific project agreement, provided the equipment is needed to perform that project. A project for which equipment is needed must be based on identification of a specific safety problem in Michigan.

In other words, a project must first be established based on problem identification. If that project requires the use of equipment for its performance, the cost of that equipment may be reimbursed under the grant. No project may be created solely to purchase equipment. Fundamentally, the NHTSA-funded highway safety grants are for safety activities, and equipment serves a supporting role in accomplishing those activities through defined projects.

The OHSP maintains an equipment log to track equipment purchased with federal funds based on use and value. When an agency needs to dispose of equipment, the OHSP must be contacted immediately, and appropriate disposal policy must be followed. Specific attention must be given to disposal of equipment that is still within its useful life. The

Department of Technology, Management, and Budget's policy indicates a maximum useful life of 10 years and is valued at over $5,000.

1. Only eligible equipment specifically listed in the equipment section of the approved grant budget will be reimbursed. Equipment costs shall be reimbursed according to the match requirements as specified in the approved grant budget.

2. Equipment purchases shall be initiated within the time specified in the approved grant. "Initiated means bids were solicited, accepted, and items have been ordered. If there is a reason the subrecipient is unable to meet this requirement, the OHSP program coordinator shall be contacted immediately.

3. Equipment purchased through this grant shall be used only for highway safety activities throughout its useful life, whether the project or program continues to be supported by the Federal award.

4. Equipment with a cost of $5,000 or more shall be tracked by the subrecipient inventory control purposes. In addition, the OHSP Equipment Record System Form with all applicable information completed shall be submitted with the prospective participant's or sub-recipient's reimbursement request. The subrecipient shall make the item available for physical review by the OHSP staff when requested.

5. All equipment purchases with the NHTSA funds shall comply with the Buy America Act requirements before costs will be reimbursed. Please refer to section eleven under the heading Grant Management Requirements for specific terms of the Buy America Act.

6. All equipment requires pre-approval from the NHTSA before purchase. This approval may come after the start of the fiscal year.

DIRECT COST ALLOCATION PRINCIPLES

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

DISPOSITION OF EQUIPMENT

1. If the equipment is to be disposed of or ceases to be used for highway safety activities, the subrecipient is required to contact the OHSP prior to such disposition action. The OHSP reserves the right to follow 2 CFR 200.331(e) Disposition. This section gives the awarding agency the right to transfer the property to another subrecipient who could utilize the equipment for their grant-related project. If no subrecipient can be found, the OHSP will contact the NHTSA for disposition instruction as the NHTSA could transfer the property to another state for utilization of the equipment. If the equipment is determined to have a Current Fair Market Value of $5,000 or more, the OHSP must contact the NHTSA for disposition instructions. If no response is provided within 120 days, the OHSP reserves the right to retain or transfer title of all items.

   If the equipment is then sold, the OHSP will deduct $500 or 10 percent of the proceeds, whichever is less, for the selling and handling expenses. The OHSP will decide whether to share those proceeds with the subrecipient.

2. The OHSP may allow the holder of the equipment to retain title of the equipment and reimburse the Federal or State share of the fair market value of such equipment. The Current Fair Market Value shall be determined as follows:

   a. Appraisal by an independent source with expertise in valuation of similar items is the preferred method of valuation for equipment.

   b. For vehicles, Kelley Blue Book, National Automobile Dealer Association (NADA) Guides, or a similar third-

party vehicle valuation service may be used when valuing the condition of the vehicle, or

c. If a fair market value based on appraisal or a third-party valuation service cannot be determined, the value may be based on IRS depreciation schedules. Only straight-line depreciation may be used.

COLLECTION OF UNALLOWABLE COSTS

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements of this part, and Part 200.300 Statutory and National Policy Requirements through 200.309 Period of Performance.

INDIRECT COSTS

The subrecipients federally approved indirect cost rate may be used for traffic safety grants as applicable.

Title 2 CFR 200 provides guidance on indirect cost as follows:
Section 200.414 Indirect (F&A) Cost -(F): In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, paragraph D.1.b, may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 15% de minimis indirect cost rate. As described in §200.403 costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

CONFLICT OF INTEREST AND CODE OF CONDUCT STANDARDS

1. The subrecipient is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations Section 200.318 (c) (1). and (2) 2 CFR 1201.112.

2. The subrecipient will uphold high ethical standards and is prohibited from: Title 2 Code of Federal Regulations Section 200.112.

3. The subrecipient will uphold high ethical standards and is prohibited from:

   a. Holding or acquiring an interest that would conflict with this agreement.
   b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this agreement.
   c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value.
   d. Paying or agreeing to pay any person, other than employees and consultants upon the award of this agreement.

TERMINATION

The OHSP retains the right to terminate a grant for failure to meet the grant management requirements or for not satisfying project goals or objectives, which is to be decided by an OHSP management review. When a grant is terminated by the OHSP, the subrecipient shall not be eligible to seek grant funding for a period of two years. To obtain a grant after the two-year period, the subrecipient will be required to submit written assurance that the identified deficiencies have been corrected. Additionally, the agency may be required to submit monthly financial reports to allow for increased financial monitoring. If a grant is terminated, the OHSP reserves the right to call for funds disbursed for the current fiscal year to be returned by the subrecipient and its lower tier subrecipients.

MANDATORY DISCLOSURES

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "proceeding) involving subrecipient, a subcontractor, or an officer or director of subrecipient or subcontract, or that arises during the term of this agreement including:

    a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the agreement.
    b. A criminal proceeding;
    c. A proceeding under the Sarbanes-Oxley Act;
    d. A civil proceeding involving a claim that might reasonably be expected to adversely affect subrecipient's viability or financial stability.
    e. A governmental or public entity's claim or written allegation of fraud.

2. Notify the OHSP, at least 90 calendar days before the effective date, of a change in subrecipient's ownership and/or executive management.

REFERENCES

Statutes
Highway Safety Act of 1996: 23 U.S.C. Chapter 4

Rules
The rules which govern the Highway Safety Grant Programs is available at:
Part 1300 - Uniform procedures for state highway safety grant programs

Title 2: Grants and agreements Part 200 (2 CFR 200) Uniform administrative requirements, cost principles, and audit requirements for federal awards

Federal Electronic Code of Regulations

NHTSA allowable and unallowable costs

NHTSA Highway Safety Grants Program Resource Guide

Draft Application Signature Approval

Project Director Agreement?

* Click here to affirm that you have read and agree to comply with the Grant Management Requirements.

Final Application Signature Approval

Authorized Official Agreement?

* Click here to affirm that you have read and agree to comply with the Grant Management Requirements.

DESCRIPTION: Budget Amendment Request FY2025 Sobriety Court Budget 2927-286 (OHSP)

GL #	DESCRIPTION	Increase/(Decrease)
2927-286.02-504.000	FEDERAL PARTICIPATION	10,000.00
2927-286.02-801.004	Service Cont General	38,000.00
2927-286.00-801.004	Service Cont General	(28,000.00)

APPROVED BY: _____

DESCRIPTION: Budget Amendment Request FY2025 Sobriety Court Budget 2927-286 (OHSP)

GL #	DESCRIPTION	Increase/(Decrease)
2927-286.02-504.000	FEDERAL PARTICIPATION	10,000.00
2927-286.02-801.004	Service Cont General	38,000.00
2927-286.00-801.004	Service Cont General	(28,000.00)

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1361 **Agenda Date:** 11/13/2024 **Agenda #:** 19.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Andrea Johnson, Deputy Court Administrator, 67th District Court

RE: Approval of a grant award from the State Court Administrative Office, in the amount of $163,000.00, to provide for Genesee County's Sobriety Court; the term of this grant is from October 1, 2024 through September 30, 2025; the budget for this grant is attached

BOARD ACTION REQUESTED:

67th District Court respectfully requests approval to accept the Michigan Drug Court Grant Program (MDCGP) award through the State Court Administrative Office in the amount of $163,000 for fiscal year 2025 to provide funding for the Genesee County Sobriety Court (GCSC).

BACKGROUND:

Genesee County Sobriety Court is in its 9th year of operation. GCSC maintains its operation with the assistance of funding through grants.

DISCUSSION:

GCSC has received MDCGP grant funding since fiscal year 2018. MDCGP does not require matching funds.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The fund number is 2927-286. An amendment is necessary to align the budget with the award amount (attached). The MDCGP grant does not require matching County funds.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The MDCGP grant advances the priority of safe communities by enhancing public safety by providing the tools, resources, and support necessary for alcohol-dependent offenders to attain and maintain

sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the 67th District Court to authorize accepting the Michigan Drug Court Grant Program award through the State Court Administrative Office, in the amount of $163,000.00 for the period October 1, 2024, through September 30, 2025, to provide funding for the Genesee County Sobriety Court, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute any grant documents on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Michigan Supreme Court
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone 517-373-0128

Thomas P. Boyd
State Court Administrator

September 16, 2024

Honorable William Crawford, Chief Judge
67th District Court
630 S. Saginaw St.
Flint, MI 48507

Re: Michigan Drug Court Grant Program Award Notification
67th District Court — Hybrid DWI/Drug Court
SCAO UI: U10012

Dear Chief Judge Crawford:

I am pleased to inform you that your application for funding through the Michigan Drug Court Grant Program (MDCGP) has been approved. On behalf of the State Court Administrative Office (SCAO), I am delighted to award your court a grant in the amount of $163,000 to support your problem-solving court program. This award is for the grant period October 1, 2024, through September 30, 2025, and is contingent upon SCAO being awarded and receiving federal grant awards in the full amount requested.

Your court's fiscal year 2025 contract will be e-mailed from DocuSign to your project director, Andrea Johnson. Please review the contract carefully and sign it by December 13, 2024. The budget, based on your court's actual award, must be updated in WebGrants by November 1, 2024. Instructions for revising your budget are attached to the message your project director will receive from WebGrants.

Each year we receive grant requests that greatly exceed the total amount spent in the preceding fiscal year and available funding for awards to courts. Your total grant award is based on what we believe it will cost to operate your program as you did last year plus any planned expansion, enhanced services, and/or cost increases.

Additionally, SCAO will continue considering requests for grant reallocations throughout the fiscal year. A reallocation is a mid-year decrease or increase of your grant award. For example, a program that needs additional grant funding may request a reallocation to increase the

program's grant award. On the other hand, a court may not spend their entire award, and funds may be reallocated to courts needing additional funding. Reallocation requests are submitted in WebGrants, and SCAO staff review and make reallocation determinations after second-quarter claims are submitted and after third-quarter claims are submitted. A reallocation that decreases or increases a program's grant award is based on actual prior spending and projected spending for the remainder of the fiscal year.

The Michigan Supreme Court and SCAO is confident that your project will have significant impact, and we look forward to seeing continued positive outcomes. We commend your dedication and commitment to these lifesaving programs and thank you for making a positive difference in so many lives.

Should you have questions about the grant or need assistance regarding best practices, please contact Andrew Smith at 517-373-0954 or at smitha@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

Sincerely,



Thomas P. Boyd
State Court Administrator

cc: Honorable Jessica J. Hammon
Andrew Smith, Problem-Solving Courts Manager
Kristi Drake, SCAO Region II Administrator
Christal Jones, Court Administrator
Andrea Johnson, Project Director

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Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2025 Agreement

Grantee Name:	**67th District Court — Hybrid DWI/Drug Court**
Unique Identifier:	**U10012**
Federal ID Number:	**38-6004849**
Contract Number:	**36404**
Grant Amount:	**$163,000**

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO") and Grantee, and includes any subsequent amendments thereto.

1.02 The term "Confidential Information" means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary is information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

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1.03 The term "Employee Benefits" means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers' compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.

1.04 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement and includes any increases or reductions under Section 17.

1.05 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting.

1.06 The term "Grantee's agents" as used in this Agreement includes the Grantee's agents, subcontractors, vendors, and subrecipients.

1.07 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.

1.08 The term "Parties" includes the SCAO, Grantee, and all of their employees.

1.09 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services under this Agreement.

1.10 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.

1.11 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.12 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

1.13 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.

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1.14 The term "WebGrants" refers to the web-based grant management system used by SCAO.

1.15 The term "Work Product" refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 67th District Court — Hybrid DWI/Drug Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

3.01 The SCAO will reimburse the Grantee up to $163,000 for the Grantee's expenses under this Agreement.

3.02 The grant funding is from the Michigan Drug Court Grant Program.

4. PERIOD OF AGREEMENT

4.01 This Agreement covers Services rendered during the grant period beginning on October 1, 2024, and ending on September 30, 2025, at 11:59 p.m. ("Agreement Period"), unless the parties agree in a signed writing to an amendment in accordance with Section 26.

4.02 Unless indicated otherwise in this Agreement, this Agreement is effective until all obligations have been satisfied by both parties.

5. TERMS

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Reporting requirements (see Attachment 1),
B. Assurances,
C. Allowable/disallowable expense list,
D. Conditions on Expenses, and
E. Approved grant budget.

6. RELATIONSHIP AND DUTIES

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6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

6.03 The Grantee is responsible for payment of all taxes arising out of the Grantee's Services in accordance with this Agreement.

6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.

6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

7.01 This is a reimbursement-based grant.

7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

7.03 The Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list, reasonable and necessary (as determined solely by the SCAO), and in the approved budget.

7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of potential other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted

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all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.

7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment 1 and as otherwise required under this Agreement.

7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.

7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.

7.08 All Expense reimbursement is subject to the SCAO's approval.

7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

8.01 The Grantee will not spend grant funds on a program that has a religious component.

8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

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10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

10.01 The Grantee may enter into procurement contracts and subrecipient subcontracts for activities under this grant.

10.02 The Grantee must provide the SCAO with copies of any procurement contracts if the SCAO requests them.

10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.

10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.

11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:

A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.

C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.

D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.

11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is

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required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.

11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions

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before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement.

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.

14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.

14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.

15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.

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15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.

15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.

15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.

16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

16.03 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award will be rescinded and the SCAO will send a forfeiture notice to the Grantee. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

17.01 When Grantee cannot spend some or all allocated grant funds, these funds should be reallocated to other problem-solving courts who can spend them. This ensures that the problem-solving courts can address as many of the communities' needs as possible. The Grantee acknowledges that its failure to spend, provide proof of expenditures, or request reimbursement of Grant Award expenditures by the financial claims report due dates may trigger the reallocation process outlined in Section 17.05. Therefore, the Grantee agrees to provide all financial claims on the schedule outlined in Attachment 1. Failure of the Grantee to submit all financial claims by their due dates will jeopardize Grantee's grant funding and

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subject the Grantee to the procedures set forth in Section 17.05 below.

17.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.

17.03 The SCAO will monitor Grantee's progress and expenditure of its Grant Amount. Grantee must use its best efforts to utilize the full amount of funds awarded.

17.04 If Grantee has made satisfactory progress towards utilization of its Grant Amount and SCAO or Grantee determines at any time during the Agreement Period that Grantee could benefit from additional grant funds such that its Grant Amount should be increased, Grantee must submit a reallocation amendment request through WebGrants, stating the amount of additional grant funds needed, explaining how the additional amount was determined, and outlining the court's plan to utilize the additional amount, if awarded.

17.05 If at any time during the Agreement Period Grantee fails to demonstrate satisfactory progress towards utilization of its Grant Amount, as determined by SCAO in its sole discretion, SCAO will implement the following Grant review process:

A. SCAO will notify Grantee that it appears that Grantee is not making satisfactory progress toward spending its Grant Amount and will request an explanation from Grantee as to its lack of progress.

B. Grantee must, within 10 business days from the date of the notice, provide an explanation to SCAO for its lack of satisfactory progress and outline its plan for fully spending the Grant Amount during the Agreement Period, or if Grantee cannot fully spend the Grant Amount, Grantee must request a reduction in the Grant Amount which aligns with its plan. This information must be submitted by emailing a letter to Andrew Smith at smitha@courts.mi.gov. Failure to provide this information within the time specified by SCAO will result in a reduction in the Grant Amount based on the claims information already submitted by Grantee and using any other criteria SCAO determines to be relevant.

C. SCAO will determine whether the Grant Amount should remain as initially awarded, or be reduced and notify Grantee of the decision. SCAO has the sole authority to reduce the Grant Amount, and the amount of the reduction could be more than the Grantee's requested reduction amount. If SCAO's decision is to reduce the Grant Amount, Grantee will submit a budget revision in WebGrants by the date specified by SCAO showing how the reduced Grant Amount will be allocated for the remaining Agreement Period. If Grantee does not submit this budget revision, SCAO may reduce Grantee's budget in WebGrants and allocate the new amount in its discretion.

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D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.

17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.

17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.

17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

18.01 In addition to the provisions set forth in Section 17, the SCAO and/or the Grantee may immediately reduce the project budget, or suspend or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.

B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.

D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.

E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

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G. If any report from Section 16 is at least 45 days late.

18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et. seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq*., and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

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The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

The SCAO may review the Grantee onsite. As part of the review, the SCAO may interview the program's team members, observe staff meetings and status review hearings, review case files, review data, and review financial records.

26. AMENDMENT

26.01 Except as provided in Subsections 17.05 and 26.02, the parties may amend this Agreement only in writing signed by both parties.

26.02 The SCAO and the Grantee must submit a budget/project amendment through WebGrants. An example of a budget amendment is the Grantee requesting to move money from one approved line item in the budget to another approved line item in the budget, and the SCAO approving the requested budget amendment. The SCAO and the Grantee must also notify the other party in WebGrants of any changes in project directors, program judges, agency contacts, financial officers, or authorizing officials, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

27. DELIVERY OF NOTICE

27.01 Unless otherwise specified in this Agreement, written notices and communications required under this Agreement shall be delivered in one of two forms: (1) by electronic mail; or 2) by overnight delivery sent by a nationally recognized overnight delivery service to the following:

27.02 The Grantee's contact person is:

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Andrea Johnson
67th District Court
630 S. Saginaw St.
Flint, MI 48507
ajohnson@geneseecountymi.gov

27.03 The SCAO's contacts are:

Andrew Smith
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Smitha@courts.mi.gov

and

Ryan Gamby
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
Gambyr@courts.mi.gov

28. NONDISCRIMINATION

During the performance of this Agreement, the Grantee agrees —

A. To comply with all state and federal nondiscrimination laws and regulations, as may be amended from time to time.

B. Not to participate directly or indirectly in the discrimination prohibited by any state or federal nondiscrimination law or regulation, such as federal laws or regulations as set forth in Appendix B of 49 CFR part 2.

C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the SCAO.

D. That, in the event a Grantee fails to comply with any nondiscrimination provisions in this Agreement, the SCAO will have the right to impose such Agreement sanctions as it determines are appropriate, including but not limited to, withholding payments to the Grantee under the Agreement until the Grantee complies; and/or cancelling, terminating, or suspending this Agreement or a contract or funding agreement, in whole or in part.

29. GRANTEE'S AUTHORIZING OFFICIAL

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29.01 The Grantee's "Authorizing Official" is the individual who signs this Agreement. The "Authorizing Official" is an official of the Grantee who has the legal authority to, is authorized to, and can legally sign contracts on behalf of the Grantee and bind the Grantee to the terms of the contracts, including this Agreement. The Authorizing Official may not be a judge or other state employee. By signing below, the Grantee and Grantee's Authorizing Official warrant that the Authorizing Official has the actual authority to sign the Agreement on behalf of the Grantee.

29.02 Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

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SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 36404

30. SIGNATURE OF PARTIES

30.01 This Agreement is not effective unless signed by both Parties.

30.02 The signatures on this Agreement are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

67th District Court **Hybrid DWI/Drug Court**	**State Court Administrative Office**
_____ Authorizing Official's Signature	_____ SCAO Official's Signature
_____ Authorizing Official's Name	_____ SCAO Official's Name
_____ Authorizing Official's Title	_____ SCAO Official's Title
_____ Date Signed by Authorizing Official	_____ Date Signed by SCAO Official

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ATTACHMENT 1
FY 2025 REPORTING REQUIREMENTS
October 1, 2024, through September 30, 2025

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	**NOTE**
November 15, 2024*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2024.
February 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2024.
May 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2025.
August 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2025.

DCCMIS USER AUDIT	
DUE DATE	**NOTE**
January 31, 2025*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	**NOTE**
January 31, 2025	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	**NOTE**
January 10, 2025	Courts will be reporting on expenditures from **October 1, 2024, through December 31, 2024**.
April 10, 2025	Courts will be reporting on expenditures from **January 1, 2025, through March 31, 2025**.
July 10, 2025	Courts will be reporting expenditures from **April 1, 2025, through June 30, 2025**.
October 10, 2025	Courts will be reporting expenditures from **July 1, 2025, through September 30, 2025**.

PROGRESS REPORT	
DUE DATE	**NOTE**
April 30, 2025*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.

DESCRIPTION: Budget Amendment Request FY2025 Sobriety Court Budget 2927-286 (MDCGP)

GL #	DESCRIPTION	Increase/(Decrease)
2927-286.00-558.000	STATE PARTICIPATION	(56,629.77)
2927-286.00-801.004	SERV CONT GENERAL	(54,634.77)
2927-286.00-900.006	INCENTIVES	(1,995.00)

APPROVED BY: _____

DESCRIPTION: Budget Amendment Request FY2025 Sobriety Court Budget 2927-286 (MDCGP)

GL #	DESCRIPTION	Increase/(Decrease)
2927-286.00-558.000	STATE PARTICIPATION	(56,629.77)
2927-286.00-801.004	SERV CONT GENERAL	(54,634.77)
2927-286.00-900.006	INCENTIVES	(1,995.00)

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1362 **Agenda Date:** 11/13/2024 **Agenda #:** 20.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Andrea Johnson, Deputy Court Administrator, 67th District Court

RE: Approval of a grant award from the Bureau of Justice Assistance (BJA), in the amount of $763,185.00, for Genesee County's Sobriety Court for treatment services; the term of this grant is from October 1, 2024 through September 30, 2028; the budget for this grant is attached

BOARD ACTION REQUESTED:

67th District Court respectfully requests approval to accept the Treatment Court Discretionary Grant Program award through the Bureau of Justice Assistance (BJA) in the amount of $763,185 for fiscal year 2025 through fiscal year 2028 to provide funding for the Genesee County Sobriety Court (GCSC).

BACKGROUND:

Genesee County Sobriety Court is in its 9th year of operation. GCSC maintains its operation with the assistance of funding through grants.

DISCUSSION:

The award of $763,185 from the BJA grant covers fiscal years 2025-2028, October 1, 2024, through September 30, 2028. The grant funds will be used to expand Genesee County Sobriety Court's treatment services. The Bureau of Justice Assistance grant requires a 25% match. A submission has been made to BJA requesting a waiver of the 25% match. The sobriety court coordinator is currently waiting for a response. If the match is not waived by BJA, the 25% match would be in-kind from Sobriety Court's treatment provider Flint Odyssey House. County appropriated funds are not being requested.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The Treatment Court Discretionary Grant Program through the Bureau of Justice Assistance requires a 25% match. A submission has been made to BJA requesting a waiver of the 25% match. The sobriety court coordinator is currently waiting for a response. If the match is not waived by BJA, the 25% match would be in-kind from Sobriety Court's treatment provider Flint Odyssey House. County appropriated funds are not being requested.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

The BJA grant advances the priority of safe communities by enhancing public safety by providing tools, resources, and support necessary for alcohol-dependent offenders to attain and maintain sobriety.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by the Board of County Commissioners of Genesee County, Michigan, that the request by the 67th District Court to authorize accepting the Treatment Court Discretionary Grant Program award through the Bureau of Justice Assistance, in the total amount of $763,185.00 for the four-year period commencing October 1, 2024, through September 30, 2028, to provide funding for the Genesee County Sobriety Court, is approved (a copy of the memorandum request and supporting documentation being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), the Chairperson of this Board is authorized to execute any grant agreement documents on behalf of Genesee County, and the Chief Financial Officer is directed to record the attached budget amendment.

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	GENESEE, COUNTY OF 1101 BEACH ST
City, State and Zip:	FLINT, MI 48502
Recipient UEI:	XD5HMHXNBWX6
Project Title: Genesee County Sobriety Court enhancement and expansion of outpatient and residential treatment services.	**Award Number:** 15PBJA-24-GG-03952-DGCT
Solicitation Title: BJA FY24 Adult Treatment Court Program	
Federal Award Amount: $763,185.00	**Federal Award Date:** 9/27/24
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.585 - Treatment Court Discretionary Grant Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/28
Budget Period Start Date: 10/1/24	**Budget Period End Date:** 9/30/28

Project Description:

The Genesee County Sobriety Court (GCSC), located in Genesee County, Michigan is a hybrid driving while intoxicated court that is a pre- and post-plea program. The GCSC proposes to implement a program enhancement and expansion to include two dedicated therapists and one female recovery coach. The goal of adding two dedicated clinicians to the program would be to promote a consistent and collaborative rapport between the GCSC staff and Flint Odessey House staff, thereby improving the outcomes for the participants in the program. The goal of adding a female recovery coach to the program would be to promote gender-specific supports that female program participants will be benefit from and be able to focus on their counseling and treatment, while not having to worry of the stigma of addiction. The program's expected outcomes include: a decrease in female program terminations; an increase in females wanting to enter the program; and improved communication between the GCSC and Flint Odessey House, where all program participants will benefit. Use of any form of U.S Food and Drug Administration approved medication-assisted treatment is available to any program participant and the program does not deny access to participation to participants seeking medication-assisted treatment.

Award Letter

September 27, 2024

Dear Dana Baumgart,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GENESEE, COUNTY OF for an award under the funding opportunity entitled 2024 BJA FY24 Adult Treatment Court Program. The approved award amount is $763,185. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations.

Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the

identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin		Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

GENESEE, COUNTY OF

UEI
XD5HMHXNBWX6

Street 1
1101 BEACH ST

Street 2

City
FLINT

State/U.S. Territory
Michigan

Zip/Postal Code
48502

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
9/27/24

Award Type
Initial

Award Number
15PBJA-24-GG-03952-DGCT

Supplement Number
00

Federal Award Amount
$763,185.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.585	Treatment Court Discretionary Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part EE (codified at 34 U.S.C. 10611 - 10619); Department of Justice Consolidated Appropriations Act, 2024

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Adult Treatment Court Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14073672

Grant Manager	Phone Number	E-mail Address
Kerri Vitalo-Logan	202-598-7407	Kerri.Vitalo-Logan@usdoj.gov

Project Title
Genesee County Sobriety Court enhancement and expansion of outpatient and residential treatment services.

Performance Period Start Date	Performance Period End Date
10/01/2024	09/30/2028

Budget Period Start Date	Budget Period End Date
10/01/2024	09/30/2028

Project Description

The Genesee County Sobriety Court (GCSC), located in Genesee County, Michigan is a hybrid driving while intoxicated court that is a pre- and post-plea program. The GCSC proposes to implement a program enhancement and expansion to include two dedicated therapists and one female recovery coach. The goal of adding two dedicated clinicians to the program would be to promote a consistent and collaborative rapport between the GCSC staff and Flint Odessey House staff, thereby improving the outcomes for the participants in the program. The goal of adding a female recovery coach to the program would be to promote gender-specific supports that female program participants will be benefit from and be able to focus on their counseling and treatment, while not having to worry of the stigma of addiction. The program's expected outcomes include: a decrease in female program terminations; an increase in females wanting to enter the program; and improved communication between the GCSC and Flint Odessey House, where all program participants will benefit. Use of any form of U.S Food and Drug Administration approved medication-assisted treatment is available to any program participant and the program does not deny access to participation to participants seeking medication-assisted treatment.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or

translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

Condition 2
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 4
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits,

investigations, or reviews of DOJ awards.

Condition 5
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 6
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 7
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/

funding/explore/legaloverview2024/civilrightsrequirements.

Condition 8
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a

subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 20
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract

(if contract would exceed $250,000)), and are incorporated by reference here.

Condition 21
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 34
FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 35
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 36
The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 37
Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 38
Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

Condition 39
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection

requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 40
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

Condition 41
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 42
Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through JustGrants (justgrants.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (https://bjapmt.ojp.gov/). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

Condition 43
All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA?s and National Association of Drug Court Professionals? (NADCP) publication: Defining Drug Courts: The Key

Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.

Condition 44
Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Condition 45
The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797u-2, a ?violent offender? means a person who?(1) is charged with or convicted of an

offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct?(A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or

serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted; or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

Condition 46
Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 47
Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 48
The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	9/26/24 12:26 PM

Authorized Representative

[X]

Entity Acceptance

Title of Authorized Entity Official
Deputy Court Administrator

Name of Authorized Entity Official
Andrea Johnson

Signed Date And Time
10/18/2024 1:27 PM

DESCRIPTION: BJA Grant

GL #	DESCRIPTION: BJA Grant	Increase/(Decrease)
2931-286.03-504.000	FEDERAL PARTICIPATION	178,464.00
2931-286.03-674.031	IN KIND CONTRIBUTION	44,616.00
2931-286.03-801.004	SERV CONT GENERAL	178,464.00
2931-286.03-955.040	IN KIND CONTRIBUTION	44,616.00

APPROVED BY: _____

DESCRIPTION: BJA Grant

GL #	DESCRIPTION: BJA Grant	Increase/(Decrease)
2931-286.03-504.000	FEDERAL PARTICIPATION	178,464.00
2931-286.03-674.031	IN KIND CONTRIBUTION	44,616.00
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2931-286.03-955.040	IN KIND CONTRIBUTION	44,616.00

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1381 **Agenda Date:** 11/13/2024 **Agenda #:** 21.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Barbara A. Menear, Circuit Court Administrator

RE: Approval to acknowledge and accept a grant award from the Michigan Supreme Court, in the amount of $75,000.00, to the Judicial Circuit Court, to be used to continue the process of converting the courthouse Law Library to the Genesee County Legal Resource Center

BOARD ACTION REQUESTED:

Acknowledge and accept a grant award from the Michigan Supreme Court, in the amount of $75,000.00 to the 7th Judicial Circuit Court, to be used to continue the process of converting the courthouse Law Library to the Genesee County Legal Resource Center. A copy of the award notification dated October 25, 2024, accompanies this submission.

BACKGROUND:

The Circuit Court Law Library has begun the transition to the Genesee County Legal Resource Center. The first grant was received from the Michigan Supreme Court and the transition to the Genesee County Legal Resource Center began. This additional grant will assist in continuing the project.

DISCUSSION:

A grant from the Michigan Supreme Court will allow the court to continue the process of converting the Law Library into a self-help center (Legal Resource Center). Many people visit the courts in person for the purpose of obtaining the forms necessary for pursuing and defending legal actions. A Legal Resource Center situated within the court not only permits said individuals to obtain the forms that they are seeking but allows them an opportunity to complete these forms while present at the court.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

A budget amendment is attached. There is not a grant match required.

IMPACT ON FACILITIES:

None

IMPACT ON TECHNOLOGY:

None

CONFORMITY TO COUNTY PRIORITIES:

By communicating the available resources and services to the residents of Genesee County, we contribute to Healthy, Livable & Safe Communities. The process of utilizing the grant and transitioning to the Genesee County Legal Resource Center will provide

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Circuit Court Administrator to authorize accepting a grant award from the Michigan Supreme Court, in the amount of $75,000.00, for the purpose of converting the courthouse Law Library into a self-help center (Genesee County Legal Resource Center), with no match requirement, for the period commencing October 25, 2024, through September 30, 2025, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), the Circuit Court Administrator is authorized to execute the grant agreement, and the Chief Financial Officer is directed to record the attached budget.

Docusign Envelope ID: D7F1D140-698D-4981-8077-E96F1A409960

State Court Administrative Office
Legal Self-Help Center Grant

Agreement Between

STATE COURT ADMINISTRATIVE OFFICE (SCAO)

and

GRANTEE:

7th Circuit Court (Genesee)

Contract Number:	**SCAO-2025-066**
Grant Amount:	**$75,000.00**

Docusign Envelope ID: D7F1D140-698D-4981-8077-E96F1A409960

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO"), located in Lansing, MI and the Grantee located at 900 S. Saginaw Street, Flint, MI 48502, and includes any subsequent amendments thereto.

1.02 The term "Approved Expenses" means all Program Expenses that have been timely reported to the SCAO and verified by the SCAO as an eligible expense not subject to recoupment from grantee.

1.03 The term "Authorizing Official" means the individual, named by the application organization, who is authorized to act for the Grantee and to assume the Grantee's obligation imposed by laws, regulations, requirements, and conditions that apply to grant awards.

1.04 The term "Confidential Information" means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by the SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark, protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO.

Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.05 The term "Effective Date" means the date upon which this Agreement becomes effective, which is the date the Agreement is signed by both Parties. If the Parties do not sign the Agreement on the same date, the latest specified date will become the Agreement's effective date.

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1.06 The term "Employee Benefits" means any and all Employee Benefits the State Court Administrative Office provides to its employees, including, but not limited to, workers' compensation benefits, retirement benefits, pension benefits, insurance benefits, fringe benefits, educational and/or training benefits, holiday pay, paid breaks, sick pay, vacation pay, or other such benefits.

1.07 The term "Equipment" includes tangible property, excluding real property, with a useful life of at least one year.

1.08 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement.

1.09 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting.

1.10 The term "Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, copyright application, patent, or patent application, trademark or trademark application, or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees and/or subcontractors under this Agreement.

1.11 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants.

1.12 The term "Parties" refers to all parties to the Agreement, including the SCAO and all other parties.

1.13 The term "Program Expenses" means all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, insurance premiums, copying costs, telephone costs and all other types of costs, all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Agreement. This term also includes Travel Expenses as defined below.

1.14 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee agrees to develop or deliver under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.15 The term "SHCGP" refers to the Legal Self-Help Center Grant Program which is the subject of this Agreement.

1.16 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

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1.17 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Travel expenses may not exceed the state rate or your local rate, whichever is the lesser expense.

1.18 The term "Work Product" refers to documents, reports, programs, manuals, tapes and videos and any Intellectual Property prepared under this Agreement, including training materials, power point presentations and/or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Grantee under this Agreement and amendments thereto.

2. PERIOD OF AGREEMENT

2.01 This Agreement shall commence upon the Effective Date.

2.02 This Agreement terminates on **September 30, 2025**.

3. AGREEMENT AMOUNT AND BUDGET

This Agreement incorporates the Grantee's approved grant application request and most recently approved budget included here as **Attachment E.** The SCAO agrees to provide funding in an amount not to exceed the Grant Amount. In no event does this Agreement create for the Grantee's benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RELATIONSHIP

4.01 No employer/employee relationship exists between the Parties. Further, no employee or agent of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

4.02 The SCAO is not obligated either under this Agreement or by implication to provide, and is not liable to the Grantee for failure to provide, the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

4.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.

4.04 The Grantee shall not direct the work or utilize the working time of any SCAO employee under this Agreement. To the extent that the Grantee seeks the assistance of any SCAO employee to perform the Grantee's responsibilities under this Agreement, the Grantee must provide prior written approval from the State Court Administrator or his/her designee.

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4.05 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

5. SIGMA SYSTEM FOR AWARD MANAGEMENT

The Grantee must register or update their account in the State of Michigan SIGMA Vendor Self Service to receive distribution of this SHCGP grant administered by the SCAO. The SIGMA Vendor Self Service website is https://sigma.michigan.gov/PRDVSS1X1/Advantage4

6. CHANGE IN GRANTEE CONTACT

The Grantee must notify the SCAO of any changes in Grantee's contacts identified in Section 33, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

7. USE OF FUNDING

7.01 Payments from the SHCGP funds may only be used to cover program expenses incurred on or after October 1, 2024 through September 30, 2025 that are related to the operation and delivery of services for a legal self-help center. See the SHCGP Guidelines for further information regarding eligible expenses. Grantee agrees to comply with all SHCGP Guidelines. These Guidelines are attached as **Attachment C** and may also be accessed at https://www.courts.michigan.gov/49cf6f/siteassets/problem-solving-courts/annual-reports/fy25-shc-grantprogramdetailsfinal.pdf

7.02 SHCGP funds cannot be used to pay expenses that will be or have been reimbursed by the Grantee or another funding source program.

7.03 The Grantee must develop and implement effective internal controls to ensure that funding decisions under the SHCGP award constitute eligible uses of funds.

7.04 The Grantee must submit expenditure reports, along with documentation to support the reported expenditures, to the SCAO, which are due on the dates listed below:

- January 17, 2025 (reporting period of 10/1/24 – 12/31/24)
- April 11, 2025 (reporting period of 1/1/25 – 3/31/25)
- July 11, 2025 (reporting period of 4/1/25 – 6/30/25)
- October 10, 2025 (reporting period of 7/1/25 – 9/30/25)

7.05 The Grantee shall prepare expenditure reports using the provided expenditure reporting template identified as **Attachment B** in this agreement.

7.06 To assure that expenditures are proper and in accordance with the terms and conditions of the award and approved project budgets, the Grantee's fiscal reports under this

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Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the award's terms and conditions, and have been incurred by the Grantee. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.

7.07 The Grantee shall submit expenditure reports to the SCAO via email by sending them JFAC@courts.mi.gov with the subject line "SHCGP Report".

7.08 Equipment purchases authorized under this agreement become the property of the Grantee. The SCAO maintains no ownership interest in equipment purchased by the Grantee. The Grantee is solely responsible for securing appropriate insurance on all equipment. The Grantee assumes responsibility for all depreciation expenses for equipment, unless specifically authorized in the Grantee's most recently approved budget, included as **Attachment E**.

8. PAYMENT PROCESSING

8.01 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement and in the SHCGP Guidelines.

8.02 Unless otherwise pre-approved in writing by the SCAO under the notice provisions of Section 33, only program Services and Program Expenses outlined in the approved budget incurred during the grant period are eligible for approval. Program Expenses incurred that are not identified in Grantee's approved original or amended budget or are incurred outside the grant period of October 1, 2024 through September 30, 2025 will not be approved.

8.03 The Grantee is aware that this is a lump-sum grant awarded at the beginning of the grant period and all Expenses are subject to eligibility determination and approval by the SCAO. Grantee's reported Program Expenses that are not approved by the SCAO are subject to recoupment.

8.04 Approved Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates.

8.05 Any unobligated balance of grant funds held by the Grantee at the end of the Agreement period will be returned to the SCAO via a check payable to the State of Michigan and mailed to MSC Finance, PO Box 30052, Lansing, MI 48909. Grantee shall provide notice to the SCAO upon mailing of the check.

9. SCOPE OF SERVICES

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The Grantee shall use reasonable best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services.

10. STATEMENT OF WORK

The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application attached to this Agreement as **Attachment E**. This includes the delivery of legal self-help services. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee or volunteer of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

11. DATA REPORTING REQUIREMENTS

11.01 The Grantee agrees to timely provide all applicable data, including complete and accurate reports as identified in **Attachment A** related to this Agreement.

11.02 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award, minus the total amount from Grantee's approved expenditure reports, will be rescinded and the SCAO will send a notice of recoupment notice to the Grantee. The Notices will be sent as provided in Section 33 of this Agreement.

12. STAFF AND VOLUNTEER TRAINING

Grantee agrees to use reasonable best efforts to ensure all program staff or volunteers complete self-help training provided by Michigan Legal Help, if offered.

13. MICHIGAN LEGAL SELF-HELP CENTER GUIDELINES

The Grantee shall use their best efforts to follow and engage in the activities outlined in the Michigan Legal Self-Help Center Guidelines adopted by the SCAO. The operational guidelines are included here as **Attachment D** and are available online at https://www.courts.michigan.gov/48cbfe/siteassets/reports/special-initiatives/justice-for-all/final-shc-guidelines.pdf

14. RIGHTS TO WORK PRODUCT AND INTELLECTUAL PROPERTY

14.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product created under this Agreement, and amendments thereto (the "Work Product"), belong to the Grantee. Any Work Product created under this Agreement shall be used for the public good.

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14.02 The Grantee grants the SCAO a perpetual, royalty-free, unlimited license to the Work Product for non-commercial purposes to use, display, reproduce and distribute final versions of such Work Product as the SCAO sees fit.

14.03 The Grantee may publish or distribute any printed or visual reports or press releases relating to the services provided under this Agreement but may not include information about the SCAO or its role without the SCAO's permission as outlined in Section 26.02.

14.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Grantee's property, materials, and/or Work Product.

14.05 The Grantee shall promptly disclose in writing to the SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee or the Grantee's employees or agents while engaged in Services under this Agreement. As to each such disclosure, the Grantee shall specifically point out the features or concepts related to the Inventions, Patented and/or Copyrighted Materials that are new, unique, or different such that they may qualify for copyright, patent, or other intellectual property protection. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

14.06 The Grantee warrants that as of the Effective Date of this Agreement, there are no such Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.

14.07 Section 14 of this Agreement survives termination or expiration of this Agreement.

15. INSURANCE

The Grantee is self-insured/has procured insurance in an amount and scope sufficient to cover all claims and Liabilities related to the Grantee's Services, Grantee's performance of or failure to perform as required under the Contract and as required by law.

16. RECORD MAINTENANCE/RETENTION AND INSPECTION

16.01 All record retention guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond the retention guidelines stated herein. The Grantee's accounting system must be maintained to keep grant records separate from the Grantee's other financial records.

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16.02 The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained in accordance with generally accepted accounting principles and will be kept for at least five years after the SCAO's final payment to the Grantee. The Grantee is responsible for the costs to retain these records.

16.03 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete.

17. AUTHORIZED ACCESS

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the MSC, the SCAO, the Michigan Department of Treasury and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized and required by law. The SCAO and/or an outside team may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested. The Grantee shall work cooperatively with the monitoring, audit, and/or evaluation team to permit full review of the program. Based on the audit, the SCAO may adjust payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

18. CONFIDENTIALITY INFORMATION

18.01 In the performance of its obligations under this Agreement, the SCAO may disclose Confidential or Proprietary Information pertaining to the SCAO's past, present, and future activities to the Grantee. The Grantee agrees to limit access of Confidential or Proprietary Information to those of its employees who have a need for such access and such employees are bound to the Confidentiality provisions in this Contract. The Grantee shall not disclose Confidential or Proprietary Information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order.

18.02 If disclosure of Confidential or Proprietary Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days as provided in Section 33 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

18.03 The Grantee agrees to return all Confidential or Proprietary Information to the SCAO immediately upon the termination of this Agreement and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Agreement. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

18.04 Section 18 of this Agreement survives termination or expiration of this Agreement.

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19. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO of the investigation or charge as provided in Section 33 of this Agreement.

20. AGREEMENT/REDUCTION/SUSPENSION/TERMINATION

20.01 The SCAO and/or the Grantee may reduce the project budget, suspend, or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee.

B. If the Grantee fails to make progress satisfactory to the SCAO toward the project goals, objectives, or strategies set forth in this Agreement, including but not limited to a determination by the SCAO after expenditure reports due April 11, 2025 are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the termination date.

C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

D. The Grantee submits false certification or falsifies any other report or document required hereunder.

E. If the Grantee is convicted of any activity referenced in **Section 19** of this Agreement during the term of this Agreement or any extension thereof.

F. If the SCAO terminates this Agreement under **Section 20.01**, the Grantee is not eligible for the SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with the SCAO that the Grantee has corrected the issues

G. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

20.02 Each Party has the right to terminate this Agreement without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Grantee must notify the SCAO in writing of such termination in accordance with Section 33 of this Agreement. The Grantee will still be required to fulfill the grant reporting requirements under

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Attachments A and B as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Agreement will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

20.03 Any unused Grant Amount funds are subject to recoupment from Grantee.

20.04 Any funds received by the Grantee that are expended in a manner that does not comply with applicable federal and state laws, guidelines, rules, and regulations shall be returned to the State of Michigan. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

21. FINAL REPORTING UPON TERMINATION

21.01 Should this Agreement be terminated by either party, within 30 calendar days after the termination, the Grantee shall provide the SCAO with all financial and other reports required as a condition of this Agreement. The Grantee shall immediately return to the SCAO any grant funds paid to the Grantee in excess of Grantee's approved expenses.

21.02 If this Agreement is terminated by the SCAO for the Grantee's failure to meet the grant management requirements, the Grantee shall not be eligible to seek future grant funding from the SCAO.

22. INDEMNITY

22.01 The Grantee agrees to indemnify, defend, and hold harmless the SCAO, the Michigan Supreme Court (the "MSC"), and their respective agents, officers, and employees (the "SCAO, the MSC, and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, the MSC, and related entities by reason of Grantee's Services provided and/or the Grantee's failure to provide such Services under this Agreement without limitation.

22.02 In the event any action or proceeding is brought against the Grantee by reason of any claim covered under this Agreement, the Grantee will, at the Grantee's sole cost and expense, resist or defend the action or proceeding.

22.03 In the event that the Grantee consists of more than one entity/individuals, all Liabilities of the Grantees under this Agreement are joint and several.

22.04 Section 22 of this Agreement survives termination or expiration of this Agreement.

23. COMPLIANCE WITH LAWS

The Grantee shall comply with all applicable laws, ordinances, ethics rules and codes of the federal, state, and local governments and the judiciary, and shall save and hold the SCAO harmless with respect to any damages arising from any violation of the same by the Grantee.

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24. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the Parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan, or if the Court of Claims cannot take jurisdiction over the dispute then by the circuit court determined appropriate by the SCAO.

25. CONFLICT OF INTEREST

The Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement. The Grantee is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this Agreement. The SCAO will not be subject to any Liabilities for any such claim.

26. PROHIBITION ON USE OF THE SCAO FOR PROMOTIONAL OR MARKETING PURPOSES

26.01 The Grantee is not permitted to utilize the SCAO's or the MSC's name, logo or other images, or website information for promotional or marketing purposes.

26.02 The Grantee shall not issue press releases, make public statements about or share any of the terms of this Agreement with any third party without doing all of the following: 1) Disclosing to the SCAO the complete content of the intended communication; 2) obtaining the SCAO's written consent; and 3) obligating the third party to abide by the terms of the Confidentiality provisions in this Agreement, including obtaining a written agreement if requested by the SCAO.

27. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the State of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the State of Michigan or its subdivisions, including real property, personal property, and income taxes.

28. DISPUTES

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach. Notice must be provided by both electronic mail and by an overnight delivery service that can track and confirm delivery as provided in Section 33 below.

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29. AMENDMENT TO AGREEMENT

This Agreement, including but not limited to the Scope of Services/Statement of Work and project budget changes, may only be amended by a writing signed by all Parties.

30. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Data Reporting Requirements (Attachment A),
B. Program Expenditure Reporting (Attachment B)
C. FY25 Legal Self-Help Center Grant Program Guidelines (Attachment C)
D. Michigan Self-Help Center Guidelines (Attachment D)
E. Approved grant application and budget (Attachment E)

31. PROGRAM REVIEW OR SITE VISIT

The SCAO may review the Grantee's performance onsite. As part of the review, the SCAO may interview team members, observe staff meetings, review files, review data, and review financial records.

32. SEVERABILITY

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

33. DELIVERY OF NOTICE

33.01 Written notices and communications required under this Agreement shall be delivered in one of two forms to all of the individuals listed below: (1) by electronic mail, with confirmation of delivery receipt; or (2) by overnight delivery sent by a nationally recognized overnight delivery service, upon written confirmation of delivery from the service to the following:

33.02 The Grantee's contacts are:

Hon. David J. Newblatt
900 S. Saginaw Street, Flint, MI 48502
DNewblatt@geneseecountymi.gov
810-257-3080

AND

Barbara A. Menear
900 S. Saginaw Street, Flint, MI 48502
BMenear@geneseecountymi.gov

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810-424-4355

33.03 The SCAO's contacts are

Noah A. Bradow
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
BradowN@courts.mi.gov
517-373-4601

and

Alicia Moon, General Counsel
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
MoonA@courts.mi.gov
517-373-1294

34. GRANTEE'S AUTHORIZING OFFICIAL

Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

35. COUNTERPARTS

This Agreement may be executed by electronic signature in any number of counterparts, each of which when so executed will be deemed an original, and all of which together, will constitute one and the same agreement. Signatures sent electronically, by DocuSign, or by similar means (including scanned images of signatures forwarded by e-mail) will have the same binding effect as original signatures.

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SIGNATURES OF PARTIES
Legal Self-Help Center Grant
CONTRACT NUMBER: SCAO-2025-066

36. SIGNATURE OF PARTIES

36.01 This Agreement is not effective unless signed by both Parties.

36.02 The signatures on this Agreement are electronic through the DocuSign system.

36.03 The DocuSign system requires an agent of the SCAO to send this Contract to the Deputy State Court Administrator for review and signature.

Agreement is ready for SCAO's Authorizing Official's signature.

7th Circuit Court (Genesee County)	**State Court Administrative Office**
Barbara Menear	Elizabeth Rios – Jones
Authorizing Official's Signature	SCAO Official's Signature
Barbara Menear	Elizabeth Rios - Jones
Authorizing Official's Name	SCAO Official's Name
Court Administrator	Deputy State Court Administrator
Authorizing Official's Title	SCAO Official's Title
10/17/2024	10/25/2024
Date Signed by Authorizing Official	Date Signed by SCAO Official

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Attachment A:
"Data Reporting Requirements"

Data Collection Activities
For this grant period, each grantee will be required to collect some data regarding access to the self-help center services provided. Grantees must submit data collection reports along with their expenditure reports. The deadlines for reporting are as follows:

- April 11, 2025 (reporting period of Effective Date – 3/31/25)
- October 10, 2025 (reporting period of 4/1/25 – 9/30/25)

What Data Must be Collected?
For this grant cycle, grantees may satisfy your data reporting requirements through any of the following options:

1. **Michigan Legal Help Survey Instruments**
   If your organization does not currently have a data collection process in place, you may utilize the Michigan Legal Help (MLH) user survey instruments that may be delivered pre-and-post-service delivery. A staff survey is also provided to capture the service delivery experience from the self-help center staff perspective. Data collected via the MLH surveys may be reported directly by MLH to satisfy data reporting requirements under this agreement. These survey instruments may be found in Appendix A of the FY25 Legal Self-Help Center Program Guidelines accessible at https://www.courts.michigan.gov/49cf6f/siteassets/problem-solving-courts/annual-reports/fy25-shc-grantprogramdetailsfinal.pdf.

   Please contact Michigan Legal Help's Statewide Self-Help Center Coordinator, Charlie Campbell at Ccampbell@lsscm.org for additional details.

2. **New or Existing Organizational Data Collection**
   If your organization is currently collecting data regarding the delivery of self-hep center services or establishing a new data collection system, you can satisfy your data reporting requirements by reporting your data collection statistics. However, to aid in the standardization of data collection and analysis, grantees must ensure that their data collection includes information substantially similar to information collected on the standardized pre- and post-service survey instruments.

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Attachment B:
Quarterly Program Expenditure Reporting Template

* An editable Excel version of the template will be provided to grantee.

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Michigan Supreme Court
Legal Self-Help Centers Grant Program

Quarterly Expenditure Report

Assigned Contract Number:

Reporting Organization:

Report Contact Name & Email:

Expense Report Start Date:

Expense Report End Date:

Certification: To the best of my knowledge these reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the award's terms and conditions, and have been incurred by the Grantee. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.

*** Reporting Instructions * -->**

In the area provided below, please list all individual expenditures made with grant funds during the reporting period. For each reported expenditure select the category for the expenditure, enter the amount for the line item, and provide a brief description of the expenditure. Insert additional lines if necessary to report all expenditures.

Note: If you're reporting staff expenses (wages/salary and fringe/tax benefits), you must also complete the supplemental report on the **STAFF DETAIL** tab.

Supporting Documentation Required:
Please attach supporting documentation for each expenditure (i.e. invoice/reciept, payroll report, etc.).

Submitting Your Report:
Send completed report and supporting documentation to JFAC@courts.mi.gov with the subject line "SHC Grant Program Quarterly Report"

Grant Funds Balance		
Total Grant Funds Awarded:	**$0.00**	** amount of grant funds awarded*
Total Expenditures - Quarter 1: **Report Due Date: 1/17/2025**	**$0.00**	** Effective Date through December 31, 2024*
Total Expenditures - Quarter 2: **Report Due Date: 4/11/2025**	**$0.00**	** January 1, 2025 through March 31, 2025*
Total Expenditures - Quarter 3: **Report Due Date: 7/11/2025**	**$0.00**	** April 1, 2025 through June 30, 2025*
Total Expenditures - Quarter 4: **Report Due Date: 10/10/2025**	**$0.00**	** July 1, 2025 through September 30, 2025*
Total Funds Remaining:	**$0.00**	* Calculated remaining grant funds after reported expendtures

Quarterly Expenditures

Expenditure Category *(select from dropdown)*	**SHC Grant Funds Expenditure Amount**	**Expenditure Description**
TOTAL	$0.00	

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STAFF SALARY & FRINGE/TAX DETAILS

				From Payroll Records		Amounts Charged to SHC Grant	
Pay Period Start	Pay Period End	Payroll Date	Staff Member Name	Total Salary	Total Fringe/Tax	Salary	Fringe/Tax

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Attachment C:
FY 25 Legal Self-Help Center Grant Program Guidelines

*** NOTE: These guidelines are also accessible online at**
https://www.courts.michigan.gov/49cf6f/siteassets/problem-solving-courts/annual-reports/fy25-shc-grantprogramdetailsfinal.pdf

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Michigan Supreme Court
State Court Administrative Office

Legal Self-Help Centers Grant Program Guidelines FY 2025

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I. Self-Help Center Services in Michigan

Legal Self-Help Centers provide services to those who are seeking to solve legal problems by providing legal information, forms, resources, guidance, and referrals. These services are designed to help educate and empower individuals to effectively advocate for themselves within the legal system. The first[1] self-help center in Michigan was established in 2002. Since that time, Michigan has taken a decentralized approach to opening and operating self-help centers.

The Michigan Justice for All Commission (Commission), created by the Michigan Supreme Court in 2021, is working to ensure that everyone in Michigan is able to access legal services when needed. The Commission is working with the State Court Administrative Office (SCAO) to expand and enhance effective, efficient, and sustainable self-help center services across Michigan.

II. Grant Announcement

a. Summary

As part of its effort to achieve 100% access to justice, the Commission continues to advocate for resources to expand legal assistance and self-help services throughout Michigan. With funding from the legislature, SCAO has established a grant program to expand legal self-help services in Michigan. The grant program will continue to award funds each year that funds are available.

Eligibility
Nonprofit and governmental organizations in Michigan are eligible to apply. Grant funds may be used for a broad category of expenditures necessary to establish, continue, or enhance legal self-help center operations or services. See Section IV.d for additional details.

Grant Period
Contingent on the legislative appropriation of funds, the fiscal year 2025 grant program period will start on October 1, 2024, and end September 30, 2025.

These guidelines set forth the administrative and programmatic requirements for the SCAO legal self-help center grant program for fiscal year 2025.

b. Michigan Legal Help and Support for Legal Self-Help Centers in Michigan

As part of the Michigan Advocacy Program, Michigan Legal Help (MLH) is a statewide program which operates the michiganlegalhelp.org website. MLH has provided support for self-help centers in Michigan for over ten years and is available to provide support to grantees, as appropriate. MLH is the host of the Michigan Self-Help Center Alliance which serves as a hub for all legal self-help centers in Michigan (mishcalliance.org).

[1] Legal Assistance Center located in Grand Rapids, MI. https://legalassistancecenter.org/

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New centers established under this program can expect MLH staff to assist with holding planning meetings; creating and executing a timeline to opening a center; outreach, including brochures for the community and signage for the center (for centers that choose to partner with MLH); selecting appropriate equipment for the center; and initial navigator training for staff working at a self-help center. Existing centers can expect MLH, through the Michigan Self-Help Center Alliance, to provide ongoing training and updates on changes to the law or forms. The Alliance is the host of a statewide data collection system for participating self-help centers. MLH staff will assist centers in implementing existing tools, reporting using those tools, and assist with other data collection issues that may arise.

c. Grant Process Timeline

The following is the timeline for the fiscal year 2025 grant cycle:

- Application Period Opens: May 13, 2024
- Application Period Closes: July 14, 2024, at 11:59 pm EDT
- Application Review and Award Notification Period: July - August 2024
- Grantee Contracting and Disbursements: August - September 2024
- Grant Period Begins: October 1, 2024
- Report Due: January 17, 2025 (reporting period 10/1/24 – 12/31/24)
- Report Due: April 11, 2025 (reporting period 1/1/25 – 3/31/25)
- Report Due: July 11, 2025 (reporting period 4/1/25 – 6/30/25)
- Grant Period Ends: September 30, 2025
- Final Report Due: October 10, 2025 (reporting period 7/1/25 – 9/30/25)

d. Grant Submission Instructions

All grant application materials must be submitted via email to JFAC@courts.mi.gov no later than 11:59 pm EDT on July 14, 2024. **Please use the following subject line for your emailed materials "FY25 Self-Help Center Grant Application Materials."**

e. Grant Program Contact

Please contact the following SCAO staff with any grant program questions:

Noah A. Bradow
Councils and Commissions Manager
BradowN@courts.mi.gov
517-373-4601

III. Selection Process and Criteria

a. Grant Review Panel

All timely submitted grants will be reviewed by a panel of individuals and considered for funding.

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b. Grant Considerations

Legal self-help services may take many forms. Organizations applying for the grant should assess and articulate their ideal plan for offering legal self-help services in their community. The proposed plan should seek to maximize resources to serve all self-represented litigants and specifically those who belong to underserved geographic and demographic populations. While not a requirement to receive funding, applications that discuss plans for sustainability through funding and/or community support may be given priority.

c. Maximum Grant Award

The maximum grant award for the fiscal year 2025 program is $100,000 for grant proposals establishing a new self-help center and $75,000 for proposals to expand or continue services of existing centers.

All grants will be disbursed in a lump-sum payment up front subject to expenditure reporting.

d. Notification

The SCAO will send applicants written notice via email of the decision to approve or deny the grant application. A decision to deny an application may not be appealed but does not prohibit resubmission of an application in a subsequent funding cycle.

e. Grant Agreement and SIGMA Registration

All applicants receiving an approved award determination must sign a grant agreement before disbursement of any grant funds. The grant agreement will be sent for signature via DocuSign. Additionally, all grantees are required to become a registered vendor in the State of Michigan's SIGMA financial system. You may access the SIGMA Vendor Self Service website at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService

IV. Grant Application Guidelines and Requirements

a. Program Criteria

All applicants must agree to and meet the following criteria:

- comply with application process requirements;
- agree to an SCAO audit of financial records related to the grant program, if requested;
- comply with Self-Help Center Best Practices adopted by SCAO;
- comply with grant program and data reporting requirements (see section V);
- comply with required staff and volunteer training provided by Michigan Legal Help;

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- agree to not use grant funds to supplant existing funding for new or existing self-help center operations.

b. Application Format and Content

The grant application must contain the following items listed below:

1. Legal Self-Help Centers Grant Application FY 2025
2. Grant Application – Budget Worksheet (must be prepared using the provided budget detail worksheet)
3. Budget Line-Item Narrative (must be prepared using the provided budget detail worksheet)
4. An Appendix containing relevant supporting documentation. Each item in the Appendix must be clearly labeled.

c. Fiscal Management

Budget Components and Template

All applicants must complete the provided budget template, which includes the following components:

- Accounting
- Contractual
- Equipment
- Travel
- Personnel (i.e. salaries and fringe benefits)
- Operating Expenses
- Other

See the budget terminology companion below for additional details and description of these items.

Non-Permitted Expenditures

Supplanting of Existing Funds. No expenditures shall be made with awarded grant funds that would result in the supplanting of existing funding received for operation of the self-help center.

Advertising / Promotional Materials. Upon request by partnering programs, MLH will provide MLH and center specific branded materials such as signage and brochures at no cost to a Self-Help Center. Since these materials are provided by MLH they are not a permitted expenditure under this grant program.

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V. Data Collection Requirements

Standardizing data collected by legal self-help centers is critical to statewide and long-term data sharing efforts. Robust statewide data regarding the legal self-help center services provided will assist in design and development of effective self-help center services, as well as ongoing advocacy efforts.

MLH Standardized Self-Help Center Surveys
MLH has developed a set of three online surveys (see Appendix A for additional details) to assist self-help centers with standardized data collection. Self-help centers may partner directly with MLH to utilize a central survey platform (hosted by the Alliance) to administer surveys and collect data. MLH will provide participating self-help centers with custom survey links, as well as access to an online data dashboard containing the center's survey data. For each reporting period, MLH will report the survey data results to SCAO on behalf of grantees, which will satisfy the grantee's quarterly data reporting requirements. All grantees are encouraged, but not required, to partner with MLH for data collection and reporting.

Please contact MLH Self-Help Center Coordinator, Charlie Campbell (ccampbell@mplp.org) with questions you may have regarding the details of the MLH data collection and reporting assistance program.

Independent Data Collection and Reporting
Grantees may choose to independently collect and report data. However, to aid in the standardization of data collection and analysis, grantees must ensure that their data collection includes information substantially similar to information collected on the standardized pre- and post-service survey instruments (see Appendix A for more details). Grantees are encouraged, but not required, to share their data with MLH, in their capacity as the host of the Alliance, to assemble and analyze comprehensive statewide self-help center data.

VI. Budget Terminology

Accounting
Fees paid for contractual services by persons or organizations that perform the activities of designing and maintaining financial, staff, program, or property records. This includes summarizing, analyzing, verifying, controlling, and certifying expenditures and receipts. Costs incurred for the performance of financial audits and agreed upon procedures are also appropriate.

Contractual
Amounts paid for services rendered by persons who are not on payroll. This category also includes the services of an interpreter to make accommodations under the American Disabilities Act. The self-help center is responsible for determining if the relationship is that of a contractual nature or employee per IRS regulations.

Equipment

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Equipment includes items necessary for the operation and provision of the self-help center program services proposed under the grant. Examples include, but are not limited to, the following:

- **Office** - adding machines, phones, copy machines, computers, software, and equipment maintenance contracts
- **Furniture** – desks, chairs, filing cabinets, tables, display easels.

Funding Sources

- **SHC Grant Funds** – Financial support received from SCAO under the Self-Help Center grant program. This does not include any grant funding the organization receives from other sources.
- **Agency Funds** - Financial support contributed to the center by itself or an umbrella organization.
- **Other Grant Funds -** This includes any grant funds the organization receives for the center—other than those provided by the SCAO legal self-help center grant program.
- **In-Kind -** Support that is given in which no cash transaction is realized. Examples of in-kind support are: volunteer time, donated office space, and donated furniture.

Operating Expenses

- **Insurance –** Liability insurance that protects the center in the event of property loss or damages.
- **Maintenance -** Expenditures for repairs and maintenance services that are not provided directly by personnel or landlords.
- **Postage -** Examples: bulk mailings, postage stamps, and express mail.
- **Printing -** Expenditures for job printing, brochures, newsletters, and binding.
- **Rent -** Expenditures for office space or self-help facilities.
- **Supplies -** Expenditures for all supplies that are necessary for the operation of the center. Examples: pens, paper, printer paper, etc.
- **Telephone and Internet -** Expenditures for telephone service including both local and long-distance charges and internet service provider fees. This line item is also appropriate for website hosting fees.

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- **Utilities -** Expenditures for services usually provided by public utilities such as water, sewage, electricity, gas, and garbage.

Other
Expenses that are not related to any of the previously mentioned categories. These must be itemized and described separately.

Personnel

- **Wages -** Gross (before federal, state, local taxes) amounts paid to employees. These amounts can be paid on an hourly or salary basis.

- **Benefits -** Amounts paid by the center on behalf of employees for fringe benefits. These amounts are not included in gross salary but are over and above and are generally not paid directly to employees. Examples: health insurance, dental insurance, life insurance, employer paid FICA and Medicare, worker compensation, unemployment insurance, disability insurance, and retirement plans.

Travel
Grant funds may be used to reimburse travel expenses incurred as a result of the regular duties or training of staff. Reimbursements using grant funds may not exceed the approved SCAO rates.[2] Any reimbursements over these amounts must be paid by other sources.

[2] The schedule of approved travel rates can be accessed at https://www.courts.michigan.gov/siteassets/court-administration/resources/travel.pdf

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Appendix A – MLH Standardized Data Collection Survey Instruments

- **Pre-Service Delivery**
- **Post-Service Delivery**
- **Staff Survey**

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Attachment D:
Michigan Self-Help Center Operating Guidelines

*** NOTE: These guidelines are also accessible online at**
https://www.courts.michigan.gov/48cbfe/siteassets/reports/special-initiatives/justice-for-all/final-shc-guidelines.pdf

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Michigan
Justice for All Commission

Legal Self-Help Center Guidelines

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About Legal Self-Help Services

Across Michigan, just as across the nation, there are vast unmet civil legal needs. For most, traditional legal representation is out of reach. As a result, 70–80% of people who appear in civil court are not represented by a lawyer but represent themselves. The self-represented encounter a legal system that was not designed for them and remains complex, opaque, and unwelcoming. This is our Justice Gap.

Work is ongoing on many fronts to meet this challenge. Efforts are underway to expand legal aid services and pro bono legal services for those with low income. Courts are working to simplify their processes and become more accessible. Access to personal legal self-help services is essential in meeting the civil legal needs of the public.

Legal self-help services make available to those who are seeking to solve basic legal problems or to use courts on their own access to legal information, forms, resources, guidance, and referrals. These resources help educate and empower them to more effectively use and to better advocate for themselves within the legal system.

With origins in the late 1990s, legal self-help services have grown over the years. In some places such as California, New York, and Maryland, self-help services are widely available and their effectiveness well-demonstrated. In other parts of the country, the development of legal self-help services has been less comprehensive, developing within some courts and communities, and not at all in others.

Self-Help Services in Michigan

The Michigan Justice for All Commission (JFAC), created by the Michigan Supreme Court in 2021, has undertaken to assure that everyone in Michigan is able to access the legal services they need when they need them. Toward that goal, the JFAC Self-Help Center Work Group is working to expand and enhance effective, efficient, and sustainable self-help center services across Michigan.

Michigan is fortunate to have Michigan Legal Help (MLH), a nationally recognized online legal self-help platform, as the backbone of legal self-help services for the people of Michigan. The Michigan Legal Help website, and its companion Spanish site, Ayuda Legal de Michigan, offer articles on a wide variety of substantive and procedural legal topics along with the ability to use document assembly toolkits to prepare legal forms and court filings. The MLH Guide to Legal Help directs users to resources on the site and other sources of additional legal services, for individuals who might need more assistance with a legal issue. Existing and new Michigan self-help centers can build their services with Michigan Legal Help at the core and can further leverage that tool by helping the public to make the best possible use of Michigan Legal Help.

Michigan is also fortunate that the Michigan Supreme Court's State Court Administrative Office (SCAO) provides a suite of legal forms for use by courts, lawyers,

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and the public. Many, not initially designed for public use, will be part of a comprehensive plain language forms revision project to make them simpler and more user friendly in the coming years.

Even with these resources, many without the technology tools and skills to work effectively online risk being left behind. It is also true that often people just need or want to talk to someone about their unique circumstances; someone who will listen to their needs, answer their questions, and help them better understand the path to legal problem solving. For that reason, it is essential to assure that staffed, effective legal self-help centers are available to everyone in Michigan.

Currently across Michigan, 28 counties have self-help centers, located in 58 separate sites. Existing centers are diverse – located in courts, law libraries, public libraries, and community centers. Many are affiliated with Michigan Legal Help and use it exclusively. Many are in libraries; some are in law libraries. A few centers are independent, nonprofit organizations. The services offered are diverse as well, ranging from busy, robustly staffed centers to those with some dedicated staff to those consisting of unstaffed computer kiosks.

These Guidelines are designed to serve as an outline of best practices for self-help centers in Michigan with the expectation that they will be used to expand and enhance effective, efficient, and sustainable self-help center services across Michigan. Recognizing that we all must begin where we are, the intention is to help start new centers, expand and elevate existing centers, and to support the important services they all provide.

Core Principles of Self-Help Services

- **Commitment to Public Service**
  Self-help centers must be focused on meeting the legal needs of the public and should be a source of neutral, accurate, and reliable legal information and guidance.

- **Commitment to Excellence**
  Self-help centers must assure that they have the legal expertise to support the services they provide and assure that individuals with sufficient knowledge and training are responsible for the design, scope, implementation, delivery, and oversight of self-help services.

- **Commitment to Respect**
  Self-help centers must provide service that is welcoming, kind, respectful, empathetic, and empowering. Self-help center patrons should feel seen, heard, and understood.

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- **Commitment to Neutrality**
  Self-help services must be neutral such that that all persons seeking assistance receive the same level of service and such that others do not influence the services provided.

- **Commitment to Clarity**
  All self-help center communications, including forms, resources, tools, signage, and materials must be clear, simple, and accessible following the principles of plain language writing and user-centered design.

Self-Help Center Programs and Services

I. Self-Help Center Services

a. Eligibility for Services

Self-help services should be available to all unrepresented persons, without income limitations or other criteria for service. Self-help centers must not discriminate based on race, color, national origin, religion, age, physical or mental disability, sex, gender identity, sexual orientation, marital status, pregnancy, or parenthood.

b. Fees for Services

Basic legal self-help services must be free including legal information, resources, guidance, and referrals. Some reasonable costs for resources (such as copies) may be charged to recoup costs expended by the center for providing those resources.

c. Scope of Services

Self-help centers should help with as broad a range of substantive legal areas as they can competently and effectively provide, prioritizing areas of greatest need. Each self-help center should intentionally identify and make clear the types of legal issues with which they are able to help.

Areas of greatest need include family matters such as divorce, custody, paternity, child support, and parenting time. Additional areas include housing matters such as eviction, security deposits, and repairs; consumer matters such as responding to a claim for debt, garnishments, and payment plans, as well as small claims cases. Requests for assistance with guardianships and probate indicate a growing need in these areas.

Self-help services should be limited to civil matters, although some matters filed in criminal cases such as a request to waive fines and fees or a request for expungement of a criminal conviction are quasi-civil and are appropriate areas for self-help assistance.

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Self-help centers should not assist in the filing of general civil cases for which it would be necessary to craft a unique complaint consistent with the applicable jurisdictional requirements and the elements of the cause of action that form the basis of the complaint.

d. Legal Information v. Legal Advice

Self-help centers may provide general legal information, define legal terms and concepts, explain a legal process, describe procedural options, explain what a form may be used for and what it requires, and review forms for completeness. Self-help centers may not recommend a course of action, suggest what someone should or ought to do, predict an outcome, prepare the substance of a form or pleading, or suggest that someone has no legal remedy. Self-help centers may act as scribes, helping people who can't read or read English complete legal forms by reading questions and recording answers.

Self-help center staff may provide legal information, but not legal advice. Staff should be well trained on this distinction and how to manage those limitations in interactions with patrons.

e. No Attorney-Client Relationship, Waiver

Self-help centers should make clear that they are not providing legal advice, legal representation, or taking responsibility for any aspect of a patron's legal matter or case and that no attorney-client like relationship is suggested or created when services are provided. This can be accomplished by disclosure of these limitations in signage, a service agreement or waiver, and/or by direct communication to each patron. Self-help centers should be cognizant that where conversations and how conversations with patrons occur may affect perceptions of the limits of self-help center services.

f. Confidentiality

Communications with self-help center patrons should be private to the extent that information shared with self-help center staff should not be communicated publicly, with the opposing party to the case or matter, or with the court. Self-help center communications with patrons are not confidential in the same way that attorney-client communications are confidential.

Some affiliated organizations such as libraries have stricter duties of confidentiality. This provision is not intended to supersede those duties or to limit communication with courts about general procedural issues.

g. Limits on All Self-help Center Staff and Volunteers

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Self-help center staff and volunteers regardless of education, experience, or license, including paralegals and licensed attorneys, are subject to the same limitations on self-help services. This includes providing legal information only, refraining from creating or suggesting an attorney-client relationship, and assuring appropriate self-help center confidentiality.

Should a self-help center offer legal clinics, workshops, or lawyer-for-the-day programs, the role and scope of services provided by the lawyers involved should be clearly defined both internally for the self-help center and for the public who participate in such programs. In addition, it should include, where appropriate, clear agreements about those legal services.

h. Assistance Limited to Self-Represented Persons

Self-help center assistance should not be provided to persons who are represented by an attorney. The self-help center may assist persons receiving limited representation by an attorney with the parts of their case or matter for which they are responsible.

i. Referrals – Legal

Self-help centers should offer referrals to other legal services such as legal aid, legal clinics, and to attorneys when the assistance needed is beyond the scope or capacity of the self-help center. The self-help center should not refer to individual attorneys or firms, but should refer to the local or state bar lawyer referral service or to an established list of attorneys providing limited scope legal services.

Lawyers or others who volunteer at the self-help center, including at clinics or workshops, should be prohibited from referring matters to themselves, their firms, or other individual attorneys or firms.

j. Referrals – Community Services

Self-help centers should maintain or have access to a directory of community services that may be able to assist with patrons' non-legal needs and refer patrons to these services when appropriate. Examples include housing assistance, domestic violence services, disability advocacy, alternate dispute resolution services, discrimination agencies and advocates, and the like.

II. Service Delivery

a. Delivery Channels

Self-help centers should provide services in person, either directly or remotely. Other remote delivery channels may also be appropriate including services by phone, email, text, chat, or video conference. Self-help centers should be intentional in their choice of service delivery channels to assure that they have the capacity, expertise, and technology to effectively deliver services by the chosen methods.

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b. Customer Service

Self-help centers must provide excellent customer service, to engage with those needing assistance in ways that are welcoming, kind, respectful, empathetic, and empowering. The self-help center should be the place where people are and feel seen, heard, and understood. The self-help center should be a source of neutral, accurate, and reliable legal information and guidance.

Self-help center staff should be trained and familiar with the challenges faced by people attempting to solve legal problems and use the courts on their own. This includes understanding the impact and effect of stress, trauma, and varied cultural and economic circumstances on capacity, problem solving, and the ability to self-represent. The SHC Coordinator will provide trainings on these topics.

c. Accessibility

Self-help center services should be accessible to persons with disabilities. Self-help center design should use the physical configuration of the space and technology to eliminate barriers to service. If possible, self-help centers should try to assist patrons with a preferred language other than English through staff or a translation tool such as Language Line.

III. Program Integrity and Quality Assurance

a. Legal Resources

Self-help centers should have access to the legal resources and reference materials needed to support the services provided.

b. Education and Training

Self-help centers will assure that all staff and volunteers have access to the initial and ongoing education and training necessary to support the self-help services provided. This should include an understanding of the justice gap, the access to justice movement, the needs and challenges of the self-represented, the self-help center service model, providing high-quality customer service, Michigan court structure and jurisdiction, the relevant aspects of civil procedure, and the substantive and procedural aspects of the areas of legal assistance provided by the self-help center. The SHC Coordinator/SHC Alliance will facilitate these trainings.

c. Program Development/Innovation

Self-help centers that offer forms or resources other than those provided by Michigan Legal Help should have a process for form and resource development, review, and quality assurance.

d. Complaints

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Self-help centers should have a process for receiving and addressing patron complaints. Self-help centers that are programs of courts, libraries, or others may use that organization's complaint process.

IV. Program Evaluation

Data Collection and Reporting

The Self-Help Center Alliance will create a common framework for self-help center data collection to allow for the compilation of statewide data about self-help center services to advocate for and support funding for self-help center services. Self-help centers should cooperate with statewide data collection and reporting efforts including alignment with standard data metrics and processes.

Self-Help Center Operations

I. Operational Models

Self-help centers are nonprofit programs offering legal self-help services to persons who are not represented by counsel. Self-help centers can operate as programs and services provided by courts, public libraries, law libraries, universities, or as independent, nonprofit organizations. The stakeholder community seeking to offer self-help services should be intentional in selecting the operational model that best meets the needs of their community and with the understanding that the choice of operational model will impact funding, structure, and other operational needs.

II. Facilities

a. Location

The self-help center location should be selected to best meet the needs of the community it intends to serve. Options include locations at or near a courthouse, at or near court related services, or at locations familiar to the public such as libraries and community centers. Consideration should be given to public access including hours, security, parking, and bus service.

b. Hours

Self-help centers should offer consistent hours, make clear the hours during which staff assistance is available, and make sure that the self-help center hours are posted and easy for the public to find. Self-help center hours should be aligned with community needs and the self-help center capacity. Consideration should be given to staffing for high volume hours which may include normal business hours, lunch hours, and evening and weekend hours.

c. Space

Self-help centers should be clearly visible and easily accessible, ideally close to the building entrance or, if not, have clear, visible signage

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directing the public to the self-help center location. Self-help centers should be configured and furnished in a way that supports the service delivery model and meets the needs of the public and the staff including adequate and functional furnishings, equipment, and supplies. Space and configuration consideration should be given to the possible need for patrons to wait for service, take time to complete paperwork and use computers, and be accompanied by their children.

d. Equipment and Technology

Self-help centers should have the equipment and technology needed by patrons and staff. This would include, at a minimum, computers, printers, copiers, scanner, and adequate internet service. Where appropriate, the self-help center may wish to offer public wi-fi to support patron devices and have the capacity to fax documents. Consideration should be given to the IT services that will be necessary to install, support, and maintain self-help center technology.

Self-help centers should have the software needed to support both patron services and staff operational needs. Electronic access to court records where available and to court registers of actions (where available) is essential to effective legal self-help services.

e. Security

Self-help centers should have safety, security, and emergency plans that provide for protocols and training in case of fire, threat, or another emergency, and/or follow the security and emergency plans for the building they occupy.

III. Staff

Self-help centers should have staff with the education, training, skills, and experience needed to provide quality self-help services. Self-help center staff may include attorneys, paralegals, and/or other trained staff.

Self-help centers should have a director to manage and oversee the services and operations of the self-help center.

The director should be familiar with the challenge of access to justice, the needs of self-represented litigants, court structure and jurisdiction, court processes, rules, and procedures, and the substantive legal areas in which the self-help center provides services.

IV. Volunteer Program

Trained, supervised volunteers can help to provide self-help services. Using volunteers can be an effective way to leverage limited staff to expand self-help center services. A self-help center using volunteers should have a structured volunteer program that includes recruitment, training, supervision, management,

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and recognition. Such a program may include interns who volunteer for academic credit.

A self-help center using volunteers should be prepared to and able to commit the time necessary to sustain the program. Time and resources will be needed to recruit and train volunteers, manage volunteer schedules, and supervise volunteers. The volunteer program should be structured to assure consistency and continuity. Self-help centers should be aware of and plan for the staffing and infrastructure needed to develop and sustain a volunteer program.

Experienced and skilled staff should assure adequate supervision of volunteers when serving the public to assure that the public receives quality service and addresses any needs that are beyond the skills of volunteers.

V. Marketing and Communication

MLH provides marketing materials (SHC-specific brochures and signage, and generic business cards) free of charge to all SHCs wishing to use them. Otherwise, self-help centers should develop and maintain the tools, resources, and capacity to effectively communicate their services to the public and to stakeholders. They should also employ the principles of plain language and user-centered design to assure communications are accessible and easy to understand.

VI. Stakeholders, Relationships, and Collaboration

a. Stakeholders

Positive, ongoing relationships with self-help center stakeholders are essential for success. Stakeholders who understand and support the self-help center can help communicate the availability of self-help center services and advocate for support of the self-help center in the community. Stakeholders can also provide a valuable perspective to aid in identifying community needs and evaluating self-help center programs and services.

Self-help centers should identify their key stakeholders. Stakeholders may include courts, including Friends of the Court, legal aid providers, libraries, community social service providers – particularly including those providing domestic violence, housing, and 211 services, as well as neighborhood associations, faith communities and organizations, and others.

Having identified key stakeholders, self-help centers should work to develop and sustain ongoing collaborative relationships based in an understanding of one another's goals, needs, programs, and services. Regular and ongoing communication with key stakeholders will assure positive and sustainable working relationships. The self-help director

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should lead in creating and sustaining relationships and assuring regular communication.

b. Relationships with Courts

Self-help centers should develop and sustain strong working relationships with the courts in their community. Regular communication and collaboration is essential to keep the self-help center informed of changes in court operations. In addition, a working relationship with the court is imperative to assure that the self-help center receives feedback about the quality and effectiveness of their services, and that the unique voice offered by self-help center leadership and staff is present and considered in the development of court operations and functions. Court and self-help center representatives should meet regularly to exchange information and ideas.

c. Other Community Relationships

Self-help centers should develop mutually supportive relationships with community organizations where members of the public are served. By exchanging program information and promotional materials, self-help centers can be well positioned to refer and receive referrals from community organizations.

d. Michigan Self-Help Center Alliance

Self-help centers should actively participate in the Michigan Self-Help Center Alliance to facilitate professional development of self-help center staff; increase collaboration, coordination, and communication among centers; access shared resources including education, training, and tools for communication and outreach; and support the effort to expand and fund self-help center services across Michigan.

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Attachment E:
Approved Grant Application and Budget

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State Court Administrative Office
Legal Self-Help Centers Grant Application FY 2025

Type of Grant Application:

☐ New Self-Help Center

☒ Existing Self-Help Center

Name/Address of Applicant Organization

7th Judicial Circuit Court (Genesee County, Michigan)
900 S. Saginaw Street
Flint, Michigan 48502

Organization Type:

☒ Government ☐ Non-Profit

Key Contact(s) for Grant Application

Name:	**Hon. David J. Newblatt**	**Name:**	**Barbara A. Menear**
Title/Role:	**Chief Judge**	**Title/Role:**	**Court Administrator**
Email:	**DNewblatt@geneseecountymi.gov**	**Email:**	**BMenear@geneseecountymi.gov**
Phone:	**810.257.3080**	**Phone:**	**810.424.4355**

Total Grant Project Budget:

$ 204,675.54

Grant Amount Requested:

$ $75,000

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SIGMA Account Information

Additionally, all grantees are required to be a registered vendor in the State of Michigan's SIGMA financial system. You may access the SIGMA Vendor Self Service website at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService.

If you are currently a registered vendor, please provide your SIGMA vendor ID.

SIGMA Vendor ID	CV0047990

Grant Agreement - Authorizing Official (required)

Please provide the following details for the individual authorized to sign the grant agreement in the event your organization is selected as a grant recipient. The Authorizing Official must be a person who is authorized to enter into a binding contract for your organization.

Name:	Barbara A. Menear
Title:	Court Administrator, 7th Judicial Circuit Court
Email:	BMenear@geneseecountymi.gov
Address:	900 S. Saginaw Street, 2nd Floor Administration Flint, Michigan 48502

Grant Agreement – Reviewing Official (optional)

In the event your organization is selected as a grant recipient, the grant agreement document will be sent via the DocuSign system. You may designate one individual as a "reviewer" that will receive the grant agreement for review before it is sent to your organization's authorizing official for signature.

Name:	
Title:	
Email:	
Address:	

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1. **Please tell us about your organization and why you are interested in beginning or continuing to host a legal self-help center.**

As an integral division of the state judiciary, the 7th Judicial Circuit Court stands as the constitutionally designated court of general jurisdiction for Genesee County, with its operations spanning the Civil-Criminal Division and the Family Division.

Recognizing the critical role of legal Self-Help Centers in ensuring equitable access to justice across Michigan, these centers serve as indispensable resources, offering a gateway for individuals to access a wealth of free online legal self-help tools and seek guidance from trained navigator staff, all while refraining from providing legal advice. These resources play a pivotal role in bridging the justice gap, particularly for the 75% of civil litigants unable to afford legal representation, thereby fostering a more inclusive and accessible legal landscape within Genesee County.

Moreover, the presence of a legal Self-Help Center within the confines of the 7th Judicial Circuit Courthouse has yielded an array of tangible benefits. Firstly, it caters to the needs of individuals who frequently visit the court premises in pursuit of necessary legal forms, providing them with the opportunity not only to obtain these forms but also to complete them efficiently. Secondly, for litigants navigating their legal matters, the Center serves as a convenient hub for filing additional documentation, ensuring a streamlined process for advancing their legal actions. Lastly, the Center's location within the courthouse facilitates a seamless and expedient filing process, allowing litigants to file documents directly with the Court, synchronously with the completion of requisite forms. It is for these compelling reasons that the 7th Judicial Circuit Court is committed to enhancing and expanding the services offered within its existing legal Self-Help Center, firmly believing that the location within the courthouse is optimally positioned to cater to the evolving needs of the community that the Court serves.

The Court has undertaken major architectural planning to fully re-design the current space where the Center is located. Architectural designs have been finalized, and construction bids are in final review stages as this grant application is being submitted.

Seven (7) state-of-the-art legal kiosks are set for deployment in the Center in August 2024.

2. **Please identify all key program staff who would be working with the self-help center, including their contact information. Provide a brief overview of their role with the self-help center.**

Name:
Hon. David A. Newblatt

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Position:
Chief Judge, 7th Judicial Circuit Court
Contact Information:
900 South Saginaw Street, Room 300
Flint, Michigan 48502
P: 810.257.3080
E: DNewblatt@geneseecountymi.gov
Role With SHC:
In his capacity as the Chief Judge, Judge Newblatt maintains a pivotal role in overseeing
all aspects of court operations and ancillary services under the direction of the Circuit and Probate Courts. Furthermore, the Self-Help Center, an integral component of the comprehensive Legal Resource Center, serves as the primary hub for the public to access a wealth of legal information and receive referrals to pertinent resources. This Center offers a spectrum of supportive services, aiming to empower individuals with the necessary tools and knowledge to navigate the legal landscape effectively.

Name:
Barbara A. Menear
Position:
Court Administrator, 7th Judicial Circuit Court
Contact Information:
900 South Saginaw Street, 2nd Floor
Flint, Michigan 48502
P: 810.424.4355
E: BMenear@geneseecountymi.gov
Role With SHC:
As the Circuit Court Administrator, Barbara Menear oversees the Self-Help Center's daily operations, personnel, and resources, fostering a strong connection. Her advisory committee involvement shapes the Center's strategic direction, keeping it attuned to the community's legal needs. Leveraging her expertise, she streamlines processes and cultivates a supportive environment for staff and the public seeking legal assistance.

Name:
Samuel Olson
Position:
Court Administrator/Register, Genesee County Probate Court
Contact Information:
900 South Saginaw Street, Room 502
Flint, Michigan 48502
P: 810.424.4426
E: SOlson@geneseecountymi.gov
Role With SHC:
In his role as the Probate Court Administrator, Samuel Olson has established a close affiliation with the Self-Help Center through active engagement with the advisory

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committee. His responsibilities encompass the facilitation of day-to-day operations, with a particular focus on fostering the active participation of probate staff. Additionally, he is instrumental in integrating cutting-edge technology solutions and contributing to strategic planning initiatives aimed at enhancing the efficiency and effectiveness of the Center's probate-related services. Through his involvement with the advisory committee, Mr. Olson plays a crucial role in guiding the Center's direction and ensuring its alignment with the evolving needs of the community.

Name:
Anthony J. McDowell
Position:
Genesee County Friend of the Court
Contact Information:
630 South Saginaw Street, Suite 2500
Flint, Michigan 48502
P: 810.257.3613
E: TMcDowell@geneseecountymi.gov
Role With SHC:
Anthony McDowell, as the Director of the Friend of the Court, collaborates closely with the Self-Help Center's advisory committee, fostering a conducive environment for staff growth and resource enhancement. This partnership aims to improve services for self-represented litigants dealing with domestic filings, ensuring comprehensive support throughout the legal process. Leveraging technology and strategic planning, he optimizes operations, enhancing overall support for litigants. Mr. McDowell's leadership contributes to a cohesive system empowering individuals navigating the complexities of domestic filings.

Name:
TBD
Position:
Self-Help Center Director
Contact Information:
TBD
Role With SHC:
The Self-Help Center Director will oversee day-to-day operations, implementing policies, procedures, and protocols. Responsibilities include staff training, scheduling, and ensuring alignment with the Center's mission. Additionally, the Director shall monitor service delivery, develop evaluation tools, and maintain statistical records for continuous improvement and efficacy.

Name:
Emily Space
Position:
Self-Help Center Navigator
Contact Information:

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TBD
Role With SHC:
The Navigator's primary responsibilities will include guiding visitors through the Michigan Legal Help website, addressing basic inquiries concerning the available forms, as well as providing informative responses to queries about court practices and procedures. Additionally, the Navigator will be responsible for facilitating connections with external community service providers, ensuring that visitors receive the necessary support beyond the Center's scope.

Name:
Judith Williams
Position:
Self-Help Center Navigator
Contact Information:
TBD
Role With SHC:
The Navigator's primary responsibilities will include guiding visitors through the Michigan Legal Help website, addressing basic inquiries concerning the available forms, as well as providing informative responses to queries about court practices and procedures. Additionally, the Navigator will be responsible for facilitating connections with external community service providers, ensuring that visitors receive the necessary support beyond the Center's scope.

Name:
David Combs
Position:
Director of Court IT, 7th Circuit Court
Contact Information:
900 South Saginaw Street, 2nd Floor West
Flint, Michigan 48502
P: 810.424.4414
E: DCombs@geneseecountymi.gov
Role With SHC:
In his role, David Combs oversees technology operations, evaluating them against the Center's objectives. He spearheads robust IT policies and systems, ensuring seamless functioning. His analysis identifies and prioritizes the Center's technological needs, guaranteeing the availability of cutting-edge tools to meet users' evolving demands.

3. **<u>(Existing Self-Help Centers Only)</u> Please provide an overview of your current legal self-help center operations:**

   Service Delivery Model:
   Please indicate the methods in which your center provides services (select all that apply).

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☒ computer kiosk

☒ on-site staff / volunteer

☐ virtual (i.e. Zoom/Phone) ☒ MLH Remote Legal Navigator site

☒ other (please describe)

The 7th Judicial Circuit Court's legal Self-Help Center, a cornerstone of this proposal, is slated to comprise seven (7) thoughtfully designed kiosks, each meticulously outfitted with essential components to facilitate seamless access to legal resources and assistance. Within each kiosk, visitors will find a dedicated computer mount, a comfortable chair, a user-friendly desktop computer equipped with a mouse and keyboard, and convenient print services, all geared toward fostering a user-centric environment. Moreover, recognizing the importance of inclusivity, each kiosk will be equipped with video conferencing capabilities, while also prioritizing accessibility for individuals with disabilities, ensuring that the design and layout of the kiosks eliminate any potential barriers to service, promoting an inclusive and accommodating experience for all visitors.

To promote clarity and transparency, the log-in screen for each kiosk will collect the necessary user data as mandated by the Self-Help Center Alliance, accompanied by a clear notification that the center does not provide legal advice or representation, nor does it establish an attorney-client relationship. Central to the Center's service framework is the integration of the Michigan Legal Help website, serving as a source of informative articles and toolkits, meticulously curated to aid individuals in navigating various legal intricacies. Covering an extensive spectrum of legal areas, including family law, protection from abuse, housing, consumer protection matters, and criminal conviction expungement, the website serves as a valuable knowledge base for individuals seeking self-representation guidance. Additionally, the website features a wealth of information on locating legal representation, accessing community services, and understanding court procedures, thus fostering a holistic and empowering environment for all visitors.

The kiosks will house a comprehensive directory of third-party community service providers, serving as a valuable resource for patrons seeking support for both legal and non-legal needs, thereby fostering a holistic approach to community care and assistance. The kiosks will also allow users to save resources for future use, so that Center visitors will be able to continue to work on their legal self-help needs at a later date if needed.

The operational backbone of the Self-Help Center will be its dedicated pair of Navigators, employed by the 7th Judicial Circuit Court. Equipped with comprehensive training, these Navigators will be instrumental in providing

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individuals with clear and impartial legal information tailored to their specific legal challenges. While refraining from offering legal advice, the Navigators will ensure the provision of exceptional customer service, guiding visitors through their legal matters while remaining within the boundaries of legal information assistance.

At present, the inclusion of volunteers to staff the Self-Help Center is not envisioned; however, should a volunteer program be established in the future, comprehensive recruitment, supervision, and recognition protocols will be implemented to ensure the efficient and effective operation of the program. Additionally, the appointment of a qualified Director to oversee the Center's operations is crucial, with the successful candidate expected to possess a robust understanding of access to justice, the needs of self-represented litigants, court processes, and substantive legal areas, thus ensuring the seamless and efficient management of the Self-Help Center's services.

Service Hours:
Please list the days and hours during which services are provided.

Daily, 8:00am – 5:00pm

Services Provided:
Please provide a general description of the services currently provided at your legal self-help center.

In a bid to bolster accessibility and empower the local community, the 7th Judicial Circuit Court embarked on the establishment of a pioneering Self-Help Center in 2023. Positioned as a pivotal resource hub, the current Self-Help Center has implemented a comprehensive system of check-in surveys and exit surveys, strategically designed to glean crucial insights and feedback from the diverse spectrum of individuals availing themselves of the Center's invaluable services. This diligent approach serves to ensure that the Center remains responsive to the evolving needs of its users, fostering a dynamic feedback loop that drives continuous improvements and enhancements to the services provided.

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Designed to cater to a diverse range of legal needs, the Self-Help Center is equipped with an array of user-friendly computers, accessible forms, and efficient printers, all readily available for public use. This comprehensive setup not only facilitates ease of access to essential legal documentation and resources but also empowers individuals with the necessary tools to navigate the legal landscape effectively, thereby fostering a more informed and empowered community.

At the forefront of the Center's operations stands dedicated Navigators, meticulously trained to provide comprehensive assistance and guidance to all visitors, ensuring that every individual receives tailored support suited to their unique legal requirements. This personalized approach serves as a cornerstone of the Center's commitment to fostering an inclusive and supportive environment, where individuals can confidently seek guidance and resources without fear of complexity or confusion.

In a significant stride toward further enriching the Center's offerings, collaborative clinics have been initiated in partnership with Legal Services of Eastern Michigan (LSEM), enhancing the range of services available onsite at the 7th Circuit Court's Self-Help Center. These specialized clinics serve as a conduit for fostering more targeted and specialized legal assistance, catering to the specific needs and challenges faced by individuals seeking guidance within the community. Since its partnership with the Circuit Court in this endeavor, LSEM's presence in the Center has increased ½ day per week. At the time of this application, LSEM is "on-site" to offer assistance on Mondays from 10:00am – 4:00pm, and Thursdays from 9:30am – 12:30pm.

Additionally, the YWCA of Greater Flint has fostered a meaningful collaboration with the Self-Help Center, which has yielded positive outcomes for individuals in need. By stationing a dedicated staff member on the second floor of the courthouse for two half days every week, the YWCA has effectively streamlined the process for individuals seeking support with PPO (Personal Protection Order) submissions, which, through Court IT developments, can now be filed electronically. Effective April 29, 2024, all judges review PPO petitions via an electronic workflow for expedited response. The Genesee County Sheriff has also agreed to accept electronic documents for LEIN submission. The YWCA and Court partnership has opened doors that often seemed closed. With the Self-Help Center, this would not have occurred. At the time of this application, the YWCA has increased its presence an additional ½ day per week to conform to the expanded LSEM presence.

The Friend of the Court has also added their presence to the Center in recent weeks. FOC has provided an Alternative Dispute Resolution (ADR) trained caseworker in the Center to be present when LSEM is on-site. Initial data from the entry surveys indicate a high percentage of family law related users at the

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Center, most of whom already have a Friend of the Court case and may not have availed themselves of existing ADR services.

In line with the ongoing commitment to technological innovation, the 7th Judicial Circuit Court remains dedicated to the implementation of cutting-edge kiosk systems within the Self-Help Center. With these new kiosks, the center aims to streamline and optimize the delivery of its services, further enhancing the overall accessibility and efficiency of the Self-Help Center's operations, while reaffirming the Court's steadfast dedication to fostering an inclusive and accessible legal landscape for all members of the community.

The legal kiosks are set for full deployment in August 2024. A portion of grant funds in the present application will be requested for maintenance of the kiosks.

4. **Grant Proposal.** Please provide an overview of how you intend to utilize funds from this grant program to establish, continue, or enhance legal self-help center operations or services. *Please review the FY25 program guidelines for eligible expenditures.*

**** New Self-Help Center Programs ****
Proposals for new programs should include a description of the proposed service delivery model, service hours, and the services to be provided.

**** Existing Self-Help Center Programs ****
Proposals should identify any changes in your current service delivery model, service hours, or services described above.

At the forefront of its mission, the 7th Judicial Circuit Court's Self-Help Center is poised to become a pivotal resource hub, offering a comprehensive array of services tailored to empower individuals in resolving their legal challenges independently.

As the Self-Help Center continues to broaden its scope and reach, the grant funds sought through this application will be instrumental in supporting three key initiatives vital to the Center's expansion. Firstly, the funds will be utilized to cover the ongoing licensing and support costs associated with the integration of additional kiosks within the Center, guaranteeing their seamless functionality and efficient delivery of services to the public. The maintenance of the kiosks will allow for more adaptive services in the future as user experiences are analyzed and resources can be continuously aligned to the needs of the community.

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Secondly, the establishment of a dedicated Self-Help Center Director position is deemed essential to meet the burgeoning demands of the Center. The Director will assume a pivotal role, not only in overseeing the Center's operational staff but also in cultivating robust partnerships with community stakeholders and resources, fostering an integrated network of support for all individuals utilizing the Center's services. The Director will be required to be an experienced attorney to lay the foundation for law school interns or externs as part of the Center team. It is worth noting that the funding for the Self-Help Center Director was deferred during the initial phase to prioritize the establishment of the Center's foundational infrastructure.

Lastly, grant funds are being requested to pay for legal print materials and Westlaw legal research accounts for the Center.

5. **Fees.** Do you intend to charge any fees for services provided to legal self-help center patrons that are funded by this grant?

☒ No ☐ Yes (please describe)

N/A

6. **(New Self-Help Centers Only) Community Need.** Please provide an overview of why the proposed services are needed within your target community.

N/A

7. **Budget.** Applicants must provide grant application budget details by completing the provided 1) Budget Worksheet and 2) Budget Line-Item Narrative.

8. **Audit Report**. If your organization is a 501(c)(3), please provide a copy of your most recent audit report. A certified review of financials may be provided in lieu of an audit report, if unavailable.

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9. **Accounting.** Please provide a brief description of the accounting system employed by your organization and the individuals and/or entities responsible for the accounting process.

Genesee County, along with the 7th Judicial Circuit Court for Genesee County, employs the utilization of BS&A financial software. This comprehensive cloud-based financial management system is tailored specifically for governmental use, facilitating efficient tracking and management of essential business operations. With its interconnected modules, such as General Ledger, Budgeting, Accounts Payable, and Purchase Order, the software enables seamless data sharing and integration, streamlining administrative processes and promoting organizational transparency and accountability.

10. **Other.** Provide any other relevant information that you believe the review panel should know when making a determination on your application.

In a proactive effort to bolster the efficacy and comprehensiveness of its legal resources, the 7th Judicial Circuit Court has convened a dynamic Legal Resource Advisory Committee, comprising a diverse and respected panel of individuals. This committee, organized for its breadth of expertise and collective insight, stands as a testament to the Court's commitment to inclusive and multifaceted representation in the pursuit of fostering a more accessible legal system.

The committee members, each recognized as influential figures within their respective spheres, include:

Dr. Beverly Brown, Genesee County Commissioner
Domonique Clemons, Genesee County Clerk
Hon. Duncan Beagle, 7th Judicial Circuit Court Judge (retired)
Barbara Menear, Genesee County Circuit Court Administrator
Samuel Olson, Genesee County Probate Court Administrator
Tina Burroughs, Executive Director, Genesee County Bar Association
Melissa Caldwell, Co-Director, YWCA
Tony McDowell, Director, Friend of the Court
Brian Smith, Director of Development, Legal Services of Eastern Michigan

Tasked with a pivotal role in shaping the Court's legal resources, the primary objective of the Legal Resource Advisory Committee is to provide informed guidance, formulate critical opinions, and offer well-rounded recommendations pertaining to the spectrum of legal resources made available through the Court. Leveraging their collective expertise and diverse perspectives, the committee has played and will continue to play a central role in shaping the development and seamless implementation and expansion

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of the legal Self-Help Center, serving as a critical bridge between the Court and the needs of the broader community. With their invaluable input and collaborative efforts, the committee is poised to facilitate a more inclusive and accessible legal landscape that empowers individuals and fosters a deeper sense of legal awareness and empowerment within the Genesee County community.

11. **Letters of Support (optional).** Please attach one or more letters of support from a community partner.

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Grant Application - Budget Detail Worksheet (Required)

Michigan Supreme Court
Legal Self-Help Centers Grant Program

Applicant Organization: 7th Judicial Circuit Court

Budget Contact Person: Jessica Clemens

E-Mail: JClemens@geneseecountymi.gov

Budget Category	SHC Grant Funds	Agency Funds	Other Grant Funds	In-Kind	Total Budget:
Accounting					$0.00
Personnel - Wages/Salaries	$41,250.00	$83,750.00			$125,000.00
Personnel - Fringe Benefits	$14,508.00	$29,457.00			$43,965.00
Contractual	$19,242.00	$16,460.54			$35,702.54
Equipment					$0.00
Travel					$0.00
Operating Expenses - Rent					$0.00
Operating Expenses - Maintenance					$0.00
Operating Expenses - Utilities					$0.00
Operating Expenses - Phone/Internet					$0.00
Operating Expenses - Supplies					$0.00
Operating Expenses - Printing					$0.00
Operating Expenses - Postage					$0.00
Operating Expenses - Insurance					$0.00
Other					$0.00
TOTAL	$75,000.00	$129,667.54	$0.00	$0.00	$204,667.54

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State Court Administrative Office
Legal Self-Help Centers Grant Application FY 2025

Budget Line-Item Narrative (Required)

Applicant Organization:	**7th JUDICIAL CIRCUIT COURT**
Grant Budget Total:	**$75,000.00**

INSTRUCTIONS:

For each budget category listed below, please indicate the total amount from your budget worksheet and provide a description of the intended use of the funds budgeted for the line-item.

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Personnel - Wages/Salaries	$125,000.00	$41,250.00	$83,750.00	$0	$0
SHC grant funds will be used to fund a portion (33%) of the Director position salary, which is set annually at $125,000.00. This salary will cover the period of October 1, 2024, through September 30, 2025.					

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Personnel - Fringe Benefits	$43,965.00	$14,508.00	$29,457.00	$0	$0

SHC grant funds will be used to fund a portion (33%) of the Director position fringe benefits, which are estimated to total $43,965.00 annually. This will cover the period of October 1, 2024, through September 30, 2025.

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Contractual	$35,702.54	$19,242.00	$16,460.54	$0	$0

SHC grant funds will be used to pay for legal print materials, electronic legal research patron access for legal research and kiosk maintenance.

Print materials – October 1, 2024 – September 30, 2025
Total cost for materials is $15,681.00
Grant funds used to cover 50% of costs: $7,840.50

Westlaw electronic legal research – January 1, 2025 – September 30, 2025
Total cost for service is $9,171.45
Grant funds used to cover costs: $9,171.45

Kiosk maintenance – October 1, 2024 – September 30, 2025
Total cost for materials is estimated at $10,850.00
Grant funds used to cover costs: $2,230.05

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Equipment	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Travel	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Rent	$0	$0	$0	$0	$0
Insert budget line-item description here.					

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Maintenance	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Utilities	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Phone/Internet	$0	$0	$0	$0	$0
Insert budget line-item description here.					

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Supplies	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Printing	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Postage	$0	$0	$0	$0	$0
Insert budget line-item description here.					

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Insurance	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Other	$0	$0	$0	$0	$0
Insert budget line-item description here.					

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LEGAL SERVICES
of Eastern Michigan

ADMINISTRATIVE OFFICE
LEGAL SERVICES OF EASTERN MICHIGAN

436 S. SAGINAW STREET • SUITE 101 • FLINT, MI 48502
PHONE (810) 234-2621 • (800) 322-4512

July 11, 2024

State Court Administrative Office
Hall of Justice
925 West Ottawa Street
Lansing, Michigan 48915

Dear Sir/Madam:

I am writing on behalf of Legal Services of Eastern Michigan (LSEM) to express our full support for the 7th Judicial Circuit Court's application to the Supreme Court Administrative Office's Legal Self-Help Centers Grant Program. As a non-profit organization committed to providing free civil legal assistance to low-income and marginalized residents in fourteen (14) mid-Michigan counties, including Genesee County, LSEM understands the pivotal role such programs play in addressing the urgent civil legal needs of our communities.

The establishment of a legal Self-Help Center within the 7th Circuit Courthouse has been instrumental in closing the Justice Gap that many legal service providers struggle to bridge. LSEM appreciates the vital role self-help services play in making justice accessible to all, particularly for those facing financial hardships.

To support this initiative, LSEM hosts a Circuit Court Clinic, held every Monday, which offers dedicated assistance to the Court's Self-Help Legal Center. Our skilled legal professionals provide tailored guidance to individuals grappling with complex legal issues that extend beyond the scope of the Self-Help Center, thereby enhancing the effectiveness and reach of the Center's services.

Moreover, in alignment with the 7th Judicial Circuit Court's objectives, LSEM has developed a reciprocal referral system. This system allows us to direct clients with civil legal issues beyond our capacity to the Court's legal Self-Help Center, while the 7th Circuit refers cases that exceed the Center's capabilities back to us. LSEM is also committed to conducting educational and outreach programs for the Center's users, ensuring they receive comprehensive, informed assistance. Additionally, our organization will continue to dedicate staff to actively participate in the 7th Circuit's Legal Resource Advisory Committee, recognizing its crucial role in providing valuable advice and recommendations for the successful operation of the legal Self-Help Center.

Given the profound impact of the 7th Judicial Circuit Court's Self-Help Center on improving access to justice within our community, LSEM strongly urges the Supreme Court Administrative Office to approve the Court's application to the Legal Self-Help Centers Grant Program.

For any inquiries regarding LSEM's support for the application to the SCAO's Legal Self-Help Centers Grant Program, please feel free to contact me at (810) 423-0531 or via email at jnylander@lsem-mi.org.

Sincerely,

Jill L. Nylander
Executive Director

Docusign Envelope ID: D7F1D140-698D-4981-8077-E96F1A409960

Judge Duncan M. Beagle (ret.)
13361 Pomona Dr.
Fenton MI 48430

July 11, 2024

State Court Administrative Office
Halls of Justice
925 West Ottawa Street
Lansing MI 48915

Re: 7th Judicial Circuit Court (Genesee County)
Legal Self-Help Center Grant Application

Dear State Court Administrative Office Officials and Members;

I am contacting you in support of the grant application by the 7th Judicial Circuit Court for additional funding to move forward with the Legal Resource Center to be in the Genesee County Courthouse.

I retired as the Chief Judge of the 7th Judicial Circuit Court and was one of the four (4) original judges assigned to the Family Division bench in January 1998. In both capacities, I came in contact, on a daily basis, with citizens who needed assistance on legal matters but were unable to afford counsel.

There is only so much that Legal Services of Eastern Michigan can do to help, given their staffing levels and geographic area that they serve. Many times, with the assistance of Michigan Legal Help and a navigator, a court filing can be completed. It makes a big difference in the life of families. I am told that a high percentage of the court users who ask for assistance are there on a domestic matter.

I am currently serving on the advisory board for the Legal Resource Center, and I believe in its mission.

I am impressed with the partners in this endeavor, Courts, Legal Services of Eastern Michigan, YWCA of Greater Flint, Genesee County Board of Commissioners, Genesee County Clerk and many others have begun to see the possibilities and share in the excitement.

I would strongly urge you to grant $75,000 of funding for the 7th Judicial Circuit Court (Genesee County) Legal Resource Center. The community needs this resource.

Thank you.

Sincerely,

Duncan M. Beagle (Ret)

Judge Duncan M. Beagle, (ret.)
Advisory Board Member, Legal Resource Center
President, Genesee County Bar Foundation

Docusign Envelope ID: D7F1D140-698D-4981-8077-E96F1A409960

315 E. COURT STREET, FLINT, MI 48502
PHONE (810) 232-6000
FAX (810) 232-8310
WWW.GCBALAW.ORG

Executive Director
Tatilia Y. Burroughs

July 11, 2024

State Court Administrative Office
Hall of Justice
925 West Ottawa Street
Lansing, Michigan 48915

Dear Sir/Madam:

I am writing to express my support for the 7th Judicial Circuit Court's application to the State Court Administrative Office's Legal Self-Help Centers Grant Program. As the Executive Director of the Genesee County Bar Association (GCBA), I understand the essential role legal Self-Help Centers play in bridging the justice gap and providing access to legal resources and guidance for individuals navigating the legal system independently.

The GCBA is committed to promoting public understanding of the law and improving access to justice within our community. We wholeheartedly endorse expanding the legal Self-Help Center located within the 7th Judicial Circuit Courthouse, which serves as a valuable resource for individuals seeking assistance with basic legal matters and court procedures.

The GCBA pledges to promote the Self-Help Center within the Genesee County community, assist in identifying community needs, and support the evaluation of the Center's programs and services. We are also prepared to mobilize volunteer attorneys to provide education and outreach to visitors at the Self-Help Center, empowering them to advocate more effectively for themselves within the legal system.

I urge the State Court Administrative Office to approve the 7th Judicial Circuit Court's application for funding for the Court’s Self-Help Center, as this initiative aligns with our shared mission of promoting equitable access to justice and fostering legal empowerment within our community.

If you need any further information or clarification regarding our support for this initiative, please do not hesitate to contact me at (810) 232-6000, extension 101 or via email at tyb@gcbalaw.org.

I appreciate your consideration of this matter.

Sincerely,

Tatilia Y. Burroughs

Tatilia Burroughs, Executive Director

DESCRIPTION: SELF-HELP CENTER - Grant #3 Acceptance

GL #	DESCRIPTION	Increase/(Decrease)
2689-283.03-558.000	STATE PARTICIPATION	75,000.00
2689-283.03-702.000	SALARIES & WAGES	41,250.00
2689-283.03-709.000	SOCIAL SECURITY	3,156.00
2689-283.03-718.000	MEDICAL INSURANCE	6,933.00
2689-283.03-723.000	POST-RETIREMENT BENEFIT	430.00
2689-283.03-725.000	OPTICAL INSURANCE	43.00
2689-283.03-726.000	DENTAL INSURANCE	291.00
2689-283.03-727.000	LIFE HEALTH INSURANCE	230.00
2689-283.03-728.000	RETIREMENT	3,300.00
2689-283.03-729.000	WORKERS COMPENSATION	46.00
2689-283.03-730.000	UNEMPLOYMENT	83.00
2689-283.03-980.011	BOOKS	7,841.00
2689-283.03-801.004	SERV CONT GENERAL	11,397.00

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2689-283.03-980.011	BOOKS	7,841.00
2689-283.03-801.004	SERV CONT GENERAL	11,397.00

Genesee County

Staff Report

Genesee County
Administration Building
1101 Beach St
Flint, MI 48502

File #: RES-2024-1390 **Agenda Date:** 11/13/2024 **Agenda #:** 22.

To: Dale K. Weighill, Governmental Operations Committee Chairperson

From: Barbara A. Menear, Circuit Court Administrator

RE: Approval of a contract between Genesee County and Newkirk Electric Associates, Inc., in the amount of $60,747.00, to install network drops in the Genesee County Legal Resource Center, along with wireless expansion in the building

BOARD ACTION REQUESTED:

Award a contract to Newkirk Electric Associates, Inc., as the lowest responsive bidder for providing and installing network drops in the Genesee County Legal Resource Center, along with wireless expansion for the building, in the amount of $60,747. The vendor that did submit the lowest price did not produce the required license to perform the work.

BACKGROUND:

RFP 24-403 was published for installing network drops in the Genesee County Legal Resource Center and for wireless expansion for the building.

DISCUSSION:

Expanding the wireless access in the Courthouse is necessary to support operational requirements for the Genesee County Legal Resource Center, Legal Records Division, Prosecutor and other Courthouse users. Genesee County IT mapped the Courthouse to find zones that were below standards for the transmission of data. This information formed the basis for the wireless expansion. The data drops in the Legal Resource Center are required to support staff and public users.

IMPACT ON HUMAN RESOURCES:

None

IMPACT ON BUDGET:

The cost of this contract is $60,747.00 and is to be paid from 4960-255.06-975.007. No additional county appropriation is required.

IMPACT ON FACILITIES:

The project is an upgrade that benefits Courthouse users and court operations.

IMPACT ON TECHNOLOGY:

Upgrades wireless expansion and supports low voltage operations for a variety of locations.

CONFORMITY TO COUNTY PRIORITIES:

Promotes data-based decisions and planning; expands the role of the county as a convener to enhance relationships that contribute to the growth of our community.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Circuit Court Administrator to authorize entering into a Construction Work Contract between Genesee County and Newkirk Electric Associates, Inc., whereby the contractor will provide and install network drops in the Genesee County Legal Resource Center along with wireless expansion for the Circuit Courthouse building, at a cost not to exceed $60,747.00 to be paid from account 4960-255.06-975.007, is approved (a copy of the memorandum request and supporting documents being on file with the official records of the November 13, 2024 meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Newkirk Electric Associates, Inc.
1875 Roberts Street
Muskegon, MI 49442

SURETY:
(Name, legal status and principal place of business)
Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251-5001
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Genesee County Purchasing
1101 Beach Street
Flint, MI 48502

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Network Infrastructure for Genesee County Legal Resource Center and Records Division

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of October, 2024.

Melissa Cooper
(Witness) Melissa Cooper

Beth Walker
(Witness) Beth Walker

Newkirk Electric Associates, Inc.
(Principal) *(Seal)*

By: Tom W. Anton
(Title) Tom W. Anton President

Westfield Insurance Company
(Surety) *(Seal)*

By: Shannon Nyhuis
(Title) Shannon Nyhuis, Attorney-in-Fact

WESTFIELD INSURANCE CO. SEAL

General
Power
of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Shannon Nyhuis

of Kentwood and State of MI its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond:

Surety Bond Number: Bid Bond
Principal: Newkirk Electric Associates, Inc.
Obligee: Genesee County Purchasing

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of May A.D., 2024.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this 01st day of May A.D., 2024, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of October A.D., 2024

Frank A Carrino *Secretary*

Frank A. Carrino, *Secretary*

BPOAC2T (combined) (05-24)

ITB #24-403 NETWORK INFRASTRUCTURE FOR GENESEE COUNTY LEGAL RESOURCE CENTER AND RECORDS DIVISION
DUE 2:00 P.M. (EDT), WEDNESDAY, OCTOBER 16, 2024

COMPANY	Amcomm Incorporated	Newkirk	Allcomm	Copperhead Defense Technologies Inc		
Work Plan	X	X	X	X		
Labor Requirements, Staff Qualifications & Experience	-	X	X	X		
Statement of Project	X	X	X	X		
Bid Bond	X	X	X			
Business Organization	-	X	X	X		
Statement of Exceptions	X	X				
Signed Signature Page	X	X	X	X		
Signed Insurance Checklist	X	X	X	X		
References	X	X	X	X		
Familial Relationship Sworn Statement	X	X	X	x		
Cost Bid form	X	X	X	X		
SAM Debarment Check	No matches found	No matches found	No matches found	No matches found		
Total Cost	$ 24,676.83	$ 60,747.00	$ 72,481.91	$ 81,450.00		
	1O – 1C	1O – 1C	1O – 1C	1O – 1C		

This is a draft tabulation. Entries are recorded during bid opening, may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

ATTENDEES @ BID OPENING – PRINT YOUR NAME AND COMPANY:

CONSTRUCTION WORK CONTRACT

This Contract for Professional Work (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Newkirk Electric Associates, Inc., a Domestic Profit Corporation, whose principal place of business is located at 2751 Lippincott Blvd., Flint, MI 48507 (the "Contractor") (the County and the Contractor together, the "Parties").

1. Scope of Work

The Contractor agrees to perform the Work described on Exhibit A (the "Work").

2. Work Schedule

2.1 Within 5 days of execution of this Contract, the County and the Contractor will cooperate to establish a schedule for performance of the Work (the "Work Schedule") indicating the starting and completion dates for each portion of the Work, including any interim contractually required completion dates. The Work shall be scheduled in order to minimize disruption to County operations.

2.2 The Work Schedule shall indicate that the Work must be substantially complete within ____ days of execution of this Contract, with a date of final completion within ____ days of execution.

2.3 The Parties agree that time is of the essence for performance of this Contract, and any unjustified delay by the Contractor will result in damages to the County.

3. Compensation

The Contractor shall be paid an amount not to exceed $60,747.00 for the performance of the work that is specified in Invitation to Bid (ITB) #24-403**.** The Contractor must provide to the County an invoice in a form acceptable to the County monthly, along with any necessary supporting documentation. Monthly invoice will be reviewed and upon approval payment will be remitted within thirty (30) days. Final payment will be remitted upon final inspection of the work that has been performed and receipt of Maintenance Bond. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

4. Taxes

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales and Use Tax.

5. Contract Administrator

The contract administrator for this Contract is [insert Contract Admin] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

6. Inspection and Acceptance

All goods and equipment provided with the Work are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

7. Condition of Worksite

The Contractor must keep the worksite clean and free from the accumulation of waste materials and refuse caused by the performance of the Work. Upon completion of the Work, Contractor shall remove all waste materials, refuse, tools, equipment, machinery, and surplus materials, and shall leave the worksite in "broom-clean" condition.

8. Prevailing Wage Addendum

The Contractor acknowledges that Section 3-302(3) of the Genesee County Purchasing Regulations requires the Contractor and its subcontractors to pay laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The Contractor shall comply with the provisions of the Prevailing Wage Addendum attached as Exhibit C to this Contract.

9. Warranties

The Contractor warrants that:

9.1 The Work will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the construction industry.

9.2 For a period of one (1) year following completion of the Work, the Work and any goods provided with the Work shall conform to the specifications and be free of defects in workmanship or materials.

9.3 The Contractor will comply with all federal, state, and local laws in the performance of the Work.

9.4 All materials furnished under this Agreement must be new unless otherwise specified in this Agreement.

9.5 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract. Copies of any applicable grant agreements are available upon request

9.6 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Work for the entire term of this Contract.

Breach of any of these warranties is cause for termination of this Contract. The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

10. Insurance Requirements and Indemnification

10.1 Insurance Requirements

The Contractor shall at all times maintain in full force and effect for duration of the term of this agreement the following insurance coverages. All coverage shall be with insurance companies licensed and admitted to write business in the State of Michigan, having an AM Best rating of at least A- and acceptable to Genesee County. In addition, the County reserves the right to modify or waive at any time any applicable insurance requirements based on the scope of services provided at the discretion of the County's Risk Manager or other authorized representative of the County.

COMMERCIAL GENERAL LIABILITY: Occurrence form, with limits of liability not less than $1,000,000 per occurrence/$2,000,000 aggregate. Coverage shall include bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual liability, independent contractors' coverage, products/completed operations, explosion, collapse and underground hazard, if applicable, and a per project aggregate. Limits may be satisfied using primary and excess/umbrella liability policies. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers,

all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds. Coverage shall be primary and noncontributory with a waiver of subrogation in favor of Genesee County.

AUTOMOBILE LIABILITY: Including Michigan No-Fault coverages, with limits of liability not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned, non-owned, and hired vehicles. Limits may be satisfied using primary and excess/umbrella liability policies. -. The policy shall name Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: as required by and in accordance with all applicable statutes of the State of Michigan, and Employers' Liability Coverage with limits no less than $500,000 each accident, $500,000 disease Policy Limit.

PROFESSIONAL LIABILITY (Errors & Omissions): in an amount not less than $1,000,000 per occurrence and $1,000,000 aggregate. If this policy is a claims made form, the Contractor shall be required to keep said policy in force, or purchase "tail" coverage for a minimum of three (3) years after the termination of this contract.

INSTALLATION FLOATER/PROPERTY COVERAGE: with the limits equal to the completed value of the project

CONTRACT BOND REQUIREMENTS: The contractor shall furnish satisfactory performance and/or lien bonds in every contract exceeding $50,000.00 (Fifty-Thousand Dollars) for the construction, alteration, or repair of any public building or public work or improvement of the County. The contractor shall furnish to the County at their own cost a performance bond and a payment bond which shall become binding upon the award of the contract to the contractor. Such bonds shall be issued by a surety admitted in the state of Michigan and must be acceptable to the County. The penal sum of the bonds shall each be one hundred percent (100%) of the original Contract Price. MCL 129.201 et seq.

Required Insurance Documentation

1. **Certificate of Insurance**

The vendor must provide a Certificate of Insurance evidencing the required insurance set forth above. The Certificate of Insurance must reference the contract/bid number.

The Certificate Holder should be listed as follows:

Genesee County
Attn: Risk Management
1101 Beach Street, Flint, MI 48502

2. Endorsements

The vendor/contractor must also provide the following endorsements, including but not limited to:

a. An additional insured endorsement (equivalent in coverage to ISO form CG 20 10 and CG 20 37) naming the "Genesee County, including all employees, elected and appointed officials and volunteers, all boards, commissions, and/or authorities, and their board members, employees, and volunteers as additional insureds" as additional insureds under the general liability policy. No person or department should be identified as the additional insured. Coverage afforded shall be considered primary and any other insurance or self- insurance, maintained by or available to the County shall be considered secondary and/or excess.

b. An endorsement to each policy stating that such policy shall not be cancelled or reduced in coverage except after thirty (30) days prior written notice to County. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the County. If any of the required coverages expire during the term of the contract, the vendor shall deliver renewal certificates, endorsements, and/or policies to County at least ten (10) days prior to the expiration date.

c. A primary & noncontributory endorsement (equivalent in coverage to ISO form CG 20 01).

d. A waiver of subrogation endorsement (equivalent in coverage to ISO form CG 24 04).

In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

10.2 Indemnification

The Contractor agrees to indemnify, defend, and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Work or presence on the County's property or worksite.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Work. The Contractor shall not be entitled to compensation for any Work performed during any period in which the Contract Administrator has directed that the Work be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Work would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

12. Bonds

The Contractor must furnish separate performance and payment bonds to the Customer. The performance and payment bonds must set forth a penal sum in an amount not less than 95% of the Contract Sum. Each bond furnished by the Contractor must incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in the bonds. The penal sum of both the performance and payment bonds will be automatically increased in the amount of any increase to the Contract Sum. The performance and payment bonds furnished by the Contractor must be issued by a surety, or sureties acceptable to the County.

13. Termination

13.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this

Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

13.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

13.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days' written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

14. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any

subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing Work covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

15. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq*., known as the "Freedom of Information Act".

16. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

17. Audit Rights

17.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

17.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable

grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

17.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

18. Identity Theft Prevention

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

19. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

20. General Provisions

20.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

20.1.1. The Contract – This Professional Services Contract

20.1.2. Exhibit A – Description of the Work

20.1.3. Exhibit B – Prevailing Wage Addendum

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

20.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

20.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

20.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

20.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

20.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

20.7 Subpoena Power

The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Contract.

21.8 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

21.9 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there

shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.10 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

Newkirk Electric Associates Inc	GENESEE COUNTY
By:_____	By:_____
Name of Contractor Signatory	James Avery, Chairperson
Title of Contractor Signatory	Board of Commissioners
Date:_____	Date:_____

EXHIBIT A
Description of the Work

Work will consist of providing and installing network drops in the Genesee County Legal Resource Center and the Legal Records division as part of the remodel project (ITB 24-378) along with wireless expansion for the building.

Specifications

- 2 Cat 6 Data drops per workstation location
- 1 Cat 6 Data drop per monitor/TV location
- 1 Cat 6 Data drop per security camera location
- 1 Cat 6A data drop per wireless access point location

Installation Requirements

- Approximately 60 workstation data drops, 5 camera locations, and 9 wireless AP locations.
- Provide and install new Cat6 network drops at each location marked on the drawings.
- Provide and install plenum Category 6 cable for workstation drops, TV locations, and cameras drops.
- Provide and install plenum Category 6A cable for wireless access point drops.
- Ceiling support, label, and box for wireless access point and camera locations
- Provide and install patch panels, jacks, and wall face plates with labels. Hubbel or Commscope brand for the patch panels.
- Provide a 1’ Cat6 patch cord at the patch panel and 6’ Cat6 patch cord at the device end for each drop.
- Cables will be dressed through cubicles where applicable
- Provide and install J hook supports for cables
- Provide labelling, testing and certification of all drops using a calibrated tester. Reports are provided to the Genesee County Information Technology Department
- Provide and install firestop for every penetration that is made
- Maintain proper fill ratios for Cable Tray, J hooks, or other Cable Supports
- All cables labeled at the device and closet end
- 15 Year Manufacturer warranty on Cable and Connectivity
- 1 year warranty of work upon date of substantial completion

EXHIBIT B
Prevailing Wage Addendum

1. Contractor and each subcontractor shall pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as of the date of this Contract. For the purposes of this Addendum, a contractor or subcontractor shall be in compliance if the contractor pays wages consistent with the prevailing wage rates published by the United States Department of Labor as of the effective date of this Contract, which can be found at https://sam.gov/content/wage-determinations.

2. The Contractor and each subcontractor shall keep and maintain a daily sign-in sheet for employees present at the worksite. Such sign-in sheet shall record the time each employee arrived at the worksite, and the time each employee left the worksite.

3. The Contractor and each subcontractor shall submit to the County certified payroll records on Form WH-347, with the accompanying payroll certification, within seven (7) days of the end of each pay period.

4. The Contractor shall not misclassify work assignments.

5. The Contractor shall ensure that any persons paid at apprentice rates are properly registered with the US Office of Apprenticeship program.

6. If any person believes that the Contractor or a subcontractor has not paid wages in accordance with the Effective Prevailing Wage Rates for the project, the person must submit a written complaint to the Genesee County Purchasing Director. The written complaint shall state that the complaining party agrees to abide by the provisions of this Addendum.

7. The Purchasing Director will provide a copy of the complaint to the Michigan Fair Contracting Center (the “Auditor”). The Auditor shall conduct an audit of certified payroll and provide a written report to the Purchasing Director when completed. The report shall document whether prevailing wages were paid, and note any deficiencies. The Contractor and all subcontractors shall comply with any requests for information or documentation from the Auditor during the compliance audit. The Auditor may conduct onsite interviews of workers during a compliance audit.

8. If the Auditor determines that the Effective Prevailing Wage Rates were not properly paid, the contractor or subcontractor responsible for the wage payments at issue shall remedy the deficiency. The County may withhold payments to the general contractor until such deficiency is remedied.

9. If the Auditor determines that prevailing wages were not properly paid, the Contractor or the subcontractor responsible for the prevailing wage payments at issue shall compensate the Auditor for the compliance audit at the rates to be specified. The Owner may withhold payments otherwise due under the Contract to enforce this requirement. If the Auditor determines that prevailing wages were properly paid, the complaining party shall compensate the Auditor for the compliance audit at the rates to be specified. The Auditor shall provide the party responsible for payment of the costs of the compliance audit with a written invoice, and the responsible party shall pay all amounts due within thirty (30) days of the date of the invoice. The Auditor shall provide a copy of the invoice to the Purchasing Director.

10. The Contractor shall include this Addendum in each subcontract entered into on this project, and shall furnish a copy of the Effective Prevailing Wage Rates to each subcontractor.

"General Decision Number: MI20240083 08/30/2024

Superseded General Decision Number: MI20230083

State: Michigan

Construction Type: Building

County: Genesee County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024

2	02/23/2024
3	04/05/2024
4	04/19/2024
5	06/14/2024
6	07/05/2024
7	07/12/2024
8	07/26/2024
9	08/30/2024

* ASBE0047-002 07/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 38.00	21.60

BOIL0169-001 01/01/2024

	Rates	Fringes
BOILERMAKER	$ 39.65	35.68

BRMI0009-014 08/01/2022

	Rates	Fringes
BRICKLAYER	$ 35.43	23.83
TILE FINISHER	$ 29.93	18.02
TILE SETTER	$ 29.93	18.02

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP0706-001 06/01/2024

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation	$ 33.71	23.19

ELEC0948-001 11/05/2023

	Rates	Fringes
ELECTRICIAN		
Excludes Low Voltage Wiring.	$ 41.66	10.23+41.26%
Low Voltage Wiring	$ 32.49	31.95%+9.25

ENGI0324-011 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 47.28	25.25
GROUP 2	$ 43.93	25.25
GROUP 3	$ 41.28	25.25
GROUP 4	$ 39.57	25.25
GROUP 5	$ 39.57	25.25

GROUP 6.....$ 33.71 25.25
GROUP 7.....$ 31.23 25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: $1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: $3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Bulldozer; Concrete Pump; Crane; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

IRON0025-019 06/01/2024

	Rates	Fringes
IRONWORKER		
REINFORCING	$ 33.43	37.15
STRUCTURAL	$ 35.55	35.83

LABO0334-005 06/01/2024

	Rates	Fringes
LABORER: Landscape & Irrigation		
GROUP 1	$ 28.60	11.60
GROUP 2	$ 26.34	11.60

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

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LABO1075-002 06/01/2024

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Brick/Cement/Concrete, Pipelayer; Sandblaster	$ 28.41	15.70

PAIN1052-001 05/01/2024

	Rates	Fringes
PAINTER		
Brush & Roler	$ 31.01	17.29
Spray	$ 31.01	17.29

PAIN1052-004 06/01/2024

	Rates	Fringes
DRYWALL FINISHER/TAPER		
Drywall sanding	$ 31.69	17.88
Hand work	$ 27.15	15.00
Machine work	$ 27.15	15.00

PLAS0016-005 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 25.58	12.88

PLUM0370-002 06/01/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation; Excludes HVAC System Installation)	$ 44.86	23.20
PLUMBER, Excludes HVAC Pipe Installation	$ 42.21	22.35

ROOF0149-005 06/01/2024

	Rates	Fringes
ROOFER	$ 30.38	19.97

SFMI0669-001 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 41.34	26.80

SHEE0007-008 05/01/2023

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit Installation	$ 35.19	23.57

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* SUMI2011-008 02/01/2011

	Rates	Fringes

IRONWORKER, ORNAMENTAL.....$ 18.48 7.93

TRUCK DRIVER: Tractor Haul
Truck.....$ 13.57 ** 1.18

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
300 Ottawa NW, Suite 301
Grand Rapids MI 49503

CONTACT NAME: Carolyn Schultz
PHONE (A/C, No, Ext): 616-233-0910 **FAX (A/C, No):** 616-233-0923
E-MAIL ADDRESS: carolyn_schultz@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Steadfast Insurance Company	26387
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Hartford Accident and Indemnity Company	22357
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED NEWKELE-01
Newkirk Electric Associates, Inc.
Theka Associates Engineering, Inc.
1875 Roberts Street
Muskegon MI 49442

COVERAGES **CERTIFICATE NUMBER:** 1876089110 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		81CSEQU3971	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		81CSEQU3972	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			81XHUQU3973	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE 	$ 14,000,000 $ 14,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N / N/A		81WNQU3970	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A E	Professional Liability Installation Floater/Builder Risk Contractor's Equip. Leased/Rented			EOC5605344-02 UM00154310MA24A	4/1/2024 4/1/2024	4/1/2025 4/1/2025	Each Occurrence Per Occurrence Per Item	$5,000,000 $5,000,000 $750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pollution Liability | Insurer A | Policy #EOC 5605344-02 | Term: 04/01/2024-2025 Each location limit $5,000,000 Per Aggregate: $5,000,000

Crime | Insurer: Travelers Casualty and Surety Company of America NAIC #: 31194 | Policy #105899489 | Term: 04/01/2024-2027 Employee Theft Limit: $1,000,000 | Employee Theft of Client Property Limit: $1,000,000

Cyber Liability | Insurer: Accredited Specialty Insurance Company NAIC#:16835 | Policy # 2-CIA-MI-17-S0105973-02 I Term: 04/01/2024-2025 Network Security and Privacy Liability $3,000,000 Each Claim/Aggregate

Genesee County is shown as additional insured solely with respect to general liability coverage per form HS 30 06 03 17 and automobile coverage per form HA 99 16 12 21 as required by written contract with respect to work performed by the named insured. Umbrella is follow form.

CERTIFICATE HOLDER

Genesee County
1101 Beach St.
Flint MI 48502
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2} Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AS REQUIRED BY WRITTEN CONTRACT – OPTION V

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II — WHO IS AN INSURED, Paragraph 6. **Additional Insureds When Required by Written Contract, Written Agreement or Permit**, Subparagraph **f. Any Other Party** is deleted and replaced with the following:

A. Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above and has not been added as an additional insured by separate endorsement under this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" as described in Paragraph **(1**), **(2),** or **(3)** below, whichever applies:

(1) If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of the Additional Insured – Owners, Lessees or Contractors endorsement CG 20 10 11 85, or Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10 01, then such person or organization is an additional insured, but only with respect to liability arising out of "your work" to which the "written contract" applies; or

(2) If the "written contract" specifically requires you to provide additional insured coverage to that person or organization by the use of:

a. The Additional Insured — Owners, Lessees or Contractors — Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured — Owners, Lessees or Contractors — Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

b. Either or both of the following: the Additional Insured — Owners, Lessees or Contractors — Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured —Owners, Lessees or Contractors —Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

then such person or organization is an additional insured, but only with respect to liability caused, in whole or in part, by "your work" to which the "written contract" applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies, then the person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by "your work" to which the "written contract" applies.

B. The insurance afforded to the additional insured under this endorsement:

(1) Applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(a) During the policy period; and

(b) Subsequent to the execution of the "written contract"; and

(c) Prior to the expiration of the period of time that the "written contract" requires such insurance be provided to the additional insured; and

(d) Only to the extent permitted by law; and

(e) Will not be broader than that which the "written contract" requires.

C. The following additional exclusion applies to any person or organization that qualifies as an additional insured under this endorsement:

(**1)** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

D. SECTION IV – COMMERCIAL GENERAL LIABLIITY CONDITIONS, Paragraph **4. Other Insurance,** Paragraph **b. Excess Insurance**, Subparagraph **(7) When You Add Others As An Additional Insured To This Insurance** is deleted and replaced with the following:

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this endorsement for this Coverage Part.

(a) Primary Insurance

This insurance is primary if you have agreed in the "written contract" that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **(c)** below. This insurance does not apply to other insurance to which the additional insured has been added as an additional insured.

(b) Primary And Non-Contributory To Other Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(i) The additional insured under this endorsement is a Named Insured under such other insurance; and

(ii) You have agreed in the "written contract" that this insurance would be primary and would not seek contribution from any other insurance available to such additional insured.

(c) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

E. With respect to insurance provided to the person or organization that is an additional insured under this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is amended to include the following:

The additional insured must tender the defense and indemnity of any claim or “suit” to any other insurer or self-insurer whose policy or program applies to a loss we cover under this endorsement. However, if the "written contract" requires this insurance to be primary and non-contributory, then this provision does not apply to insurance to which the additional insured is the Named Insured.

F. The insurance provided to the additional insured does not apply to “bodily injury”, “property damage” or “personal and advertising injury” included in the “products-completed operations hazard”, unless the “written contract” specifically requires such coverage be provided for the additional insured. If additional insured coverage during the “products-completed operation hazard” is required by the “written contract”, then such coverage will be provided for either:

(1) The number of years as required by the “written contract”, but in no event greater than the applicable state’s statute of repose; or

(2) If the “written contract” is silent on the number of years required for “products-completed operations coverage”, then such coverage will be provided for 2 years from the date this policy expires, cancels or terminates.

G. Only for the purpose of this endorsement, “written contract” means a written contract or written agreement that requires you to include a person or organization as an additional insured on this Coverage Part, provided that:

a. The “bodily injury”, “property damage” or “personal advertising injury” is caused by an “occurrence” or offense during the policy period; and

b. The “written contract” was executed prior to the inception of the policy period and in effect during such “bodily injury”, “property damage” or “personal advertising injury”.

All other terms and conditions in the policy remain unchanged.

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State Court Administrative Office
Legal Self-Help Center Grant

Agreement Between

STATE COURT ADMINISTRATIVE OFFICE (SCAO)

and

GRANTEE:

7th Circuit Court (Genesee)

Contract Number:	**SCAO-2025-066**
Grant Amount:	**$75,000.00**

Docusign Envelope ID: D7F1D140-698D-4981-8077-E96F1A409960

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

1.01 The term "Agreement" as used in this document means the Agreement between the State Court Administrative Office (the "SCAO"), located in Lansing, MI and the Grantee located at 900 S. Saginaw Street, Flint, MI 48502, and includes any subsequent amendments thereto.

1.02 The term "Approved Expenses" means all Program Expenses that have been timely reported to the SCAO and verified by the SCAO as an eligible expense not subject to recoupment from grantee.

1.03 The term "Authorizing Official" means the individual, named by the application organization, who is authorized to act for the Grantee and to assume the Grantee's obligation imposed by laws, regulations, requirements, and conditions that apply to grant awards.

1.04 The term "Confidential Information" means confidential and/or Proprietary Information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information is information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary technical, financial, or other information owned by the SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark, protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO.

Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute or produce during the term of this Agreement when rendering Services thereunder. "Confidential Information" also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information ("PII") and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee's retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

1.05 The term "Effective Date" means the date upon which this Agreement becomes effective, which is the date the Agreement is signed by both Parties. If the Parties do not sign the Agreement on the same date, the latest specified date will become the Agreement's effective date.

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1.06 The term "Employee Benefits" means any and all Employee Benefits the State Court Administrative Office provides to its employees, including, but not limited to, workers' compensation benefits, retirement benefits, pension benefits, insurance benefits, fringe benefits, educational and/or training benefits, holiday pay, paid breaks, sick pay, vacation pay, or other such benefits.

1.07 The term "Equipment" includes tangible property, excluding real property, with a useful life of at least one year.

1.08 The term "Grant Amount" is the amount specified as "Grant Amount" on the first page of this Agreement.

1.09 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting.

1.10 The term "Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, copyright application, patent, or patent application, trademark or trademark application, or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees and/or subcontractors under this Agreement.

1.11 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys, expert witnesses, and other consultants.

1.12 The term "Parties" refers to all parties to the Agreement, including the SCAO and all other parties.

1.13 The term "Program Expenses" means all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, insurance premiums, copying costs, telephone costs and all other types of costs, all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Agreement. This term also includes Travel Expenses as defined below.

1.14 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee agrees to develop or deliver under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.

1.15 The term "SHCGP" refers to the Legal Self-Help Center Grant Program which is the subject of this Agreement.

1.16 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.

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1.17 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Travel expenses may not exceed the state rate or your local rate, whichever is the lesser expense.

1.18 The term "Work Product" refers to documents, reports, programs, manuals, tapes and videos and any Intellectual Property prepared under this Agreement, including training materials, power point presentations and/or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other work product prepared by the Grantee under this Agreement and amendments thereto.

2. PERIOD OF AGREEMENT

2.01 This Agreement shall commence upon the Effective Date.

2.02 This Agreement terminates on **September 30, 2025**.

3. AGREEMENT AMOUNT AND BUDGET

This Agreement incorporates the Grantee's approved grant application request and most recently approved budget included here as **Attachment E.** The SCAO agrees to provide funding in an amount not to exceed the Grant Amount. In no event does this Agreement create for the Grantee's benefit a lien against or entitlement to any other funds of the SCAO or the Michigan Supreme Court.

4. RELATIONSHIP

4.01 No employer/employee relationship exists between the Parties. Further, no employee or agent of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.

4.02 The SCAO is not obligated either under this Agreement or by implication to provide, and is not liable to the Grantee for failure to provide, the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.

4.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.

4.04 The Grantee shall not direct the work or utilize the working time of any SCAO employee under this Agreement. To the extent that the Grantee seeks the assistance of any SCAO employee to perform the Grantee's responsibilities under this Agreement, the Grantee must provide prior written approval from the State Court Administrator or his/her designee.

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4.05 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.

5. SIGMA SYSTEM FOR AWARD MANAGEMENT

The Grantee must register or update their account in the State of Michigan SIGMA Vendor Self Service to receive distribution of this SHCGP grant administered by the SCAO. The SIGMA Vendor Self Service website is https://sigma.michigan.gov/PRDVSS1X1/Advantage4

6. CHANGE IN GRANTEE CONTACT

The Grantee must notify the SCAO of any changes in Grantee's contacts identified in Section 33, including changes in names, mailing addresses, e-mail addresses, and telephone numbers.

7. USE OF FUNDING

7.01 Payments from the SHCGP funds may only be used to cover program expenses incurred on or after October 1, 2024 through September 30, 2025 that are related to the operation and delivery of services for a legal self-help center. See the SHCGP Guidelines for further information regarding eligible expenses. Grantee agrees to comply with all SHCGP Guidelines. These Guidelines are attached as **Attachment C** and may also be accessed at https://www.courts.michigan.gov/49cf6f/siteassets/problem-solving-courts/annual-reports/fy25-shc-grantprogramdetailsfinal.pdf

7.02 SHCGP funds cannot be used to pay expenses that will be or have been reimbursed by the Grantee or another funding source program.

7.03 The Grantee must develop and implement effective internal controls to ensure that funding decisions under the SHCGP award constitute eligible uses of funds.

7.04 The Grantee must submit expenditure reports, along with documentation to support the reported expenditures, to the SCAO, which are due on the dates listed below:

- January 17, 2025 (reporting period of 10/1/24 – 12/31/24)
- April 11, 2025 (reporting period of 1/1/25 – 3/31/25)
- July 11, 2025 (reporting period of 4/1/25 – 6/30/25)
- October 10, 2025 (reporting period of 7/1/25 – 9/30/25)

7.05 The Grantee shall prepare expenditure reports using the provided expenditure reporting template identified as **Attachment B** in this agreement.

7.06 To assure that expenditures are proper and in accordance with the terms and conditions of the award and approved project budgets, the Grantee's fiscal reports under this

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Agreement must include a certification, signed by an official who is authorized to legally bind the Grantee. The Grantee must certify that to the best of its knowledge reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the award's terms and conditions, and have been incurred by the Grantee. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.

7.07 The Grantee shall submit expenditure reports to the SCAO via email by sending them JFAC@courts.mi.gov with the subject line "SHCGP Report".

7.08 Equipment purchases authorized under this agreement become the property of the Grantee. The SCAO maintains no ownership interest in equipment purchased by the Grantee. The Grantee is solely responsible for securing appropriate insurance on all equipment. The Grantee assumes responsibility for all depreciation expenses for equipment, unless specifically authorized in the Grantee's most recently approved budget, included as **Attachment E**.

8. PAYMENT PROCESSING

8.01 The Grantee agrees to lawfully use the grant funds for the purposes and under the conditions specified in this Agreement and in the SHCGP Guidelines.

8.02 Unless otherwise pre-approved in writing by the SCAO under the notice provisions of Section 33, only program Services and Program Expenses outlined in the approved budget incurred during the grant period are eligible for approval. Program Expenses incurred that are not identified in Grantee's approved original or amended budget or are incurred outside the grant period of October 1, 2024 through September 30, 2025 will not be approved.

8.03 The Grantee is aware that this is a lump-sum grant awarded at the beginning of the grant period and all Expenses are subject to eligibility determination and approval by the SCAO. Grantee's reported Program Expenses that are not approved by the SCAO are subject to recoupment.

8.04 Approved Travel Expenses cannot exceed the lesser of the Grantee's published travel rates or allowable State of Michigan travel rates.

8.05 Any unobligated balance of grant funds held by the Grantee at the end of the Agreement period will be returned to the SCAO via a check payable to the State of Michigan and mailed to MSC Finance, PO Box 30052, Lansing, MI 48909. Grantee shall provide notice to the SCAO upon mailing of the check.

9. SCOPE OF SERVICES

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The Grantee shall use reasonable best efforts and devote such time, attention, skill, knowledge, and professional ability as necessary to most effectively and efficiently carry out and perform the Services.

10. STATEMENT OF WORK

The Grantee agrees to undertake, perform, and complete the Services described in their approved grant application attached to this Agreement as **Attachment E**. This includes the delivery of legal self-help services. The Grantee may not assign the performance of Services under this Agreement to any other entity or person who is not an employee or volunteer of the Grantee except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

11. DATA REPORTING REQUIREMENTS

11.01 The Grantee agrees to timely provide all applicable data, including complete and accurate reports as identified in **Attachment A** related to this Agreement.

11.02 When any required report is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the Grantee's funding award, minus the total amount from Grantee's approved expenditure reports, will be rescinded and the SCAO will send a notice of recoupment notice to the Grantee. The Notices will be sent as provided in Section 33 of this Agreement.

12. STAFF AND VOLUNTEER TRAINING

Grantee agrees to use reasonable best efforts to ensure all program staff or volunteers complete self-help training provided by Michigan Legal Help, if offered.

13. MICHIGAN LEGAL SELF-HELP CENTER GUIDELINES

The Grantee shall use their best efforts to follow and engage in the activities outlined in the Michigan Legal Self-Help Center Guidelines adopted by the SCAO. The operational guidelines are included here as **Attachment D** and are available online at https://www.courts.michigan.gov/48cbfe/siteassets/reports/special-initiatives/justice-for-all/final-shc-guidelines.pdf

14. RIGHTS TO WORK PRODUCT AND INTELLECTUAL PROPERTY

14.01 All reports, programs, manuals, tapes, listings, documentation, and any other work product created under this Agreement, and amendments thereto (the "Work Product"), belong to the Grantee. Any Work Product created under this Agreement shall be used for the public good.

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14.02 The Grantee grants the SCAO a perpetual, royalty-free, unlimited license to the Work Product for non-commercial purposes to use, display, reproduce and distribute final versions of such Work Product as the SCAO sees fit.

14.03 The Grantee may publish or distribute any printed or visual reports or press releases relating to the services provided under this Agreement but may not include information about the SCAO or its role without the SCAO's permission as outlined in Section 26.02.

14.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Grantee's property, materials, and/or Work Product.

14.05 The Grantee shall promptly disclose in writing to the SCAO all Inventions, Patented and/or Copyrighted Materials jointly with the SCAO or singly by the Grantee or the Grantee's employees or agents while engaged in Services under this Agreement. As to each such disclosure, the Grantee shall specifically point out the features or concepts related to the Inventions, Patented and/or Copyrighted Materials that are new, unique, or different such that they may qualify for copyright, patent, or other intellectual property protection. Further, upon the SCAO's request, the Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Inventions, Patented and/or Copyrighted Materials for which the SCAO desires to obtain such protection.

14.06 The Grantee warrants that as of the Effective Date of this Agreement, there are no such Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's Inventions, Patented and/or Copyrighted Materials.

14.07 Section 14 of this Agreement survives termination or expiration of this Agreement.

15. INSURANCE

The Grantee is self-insured/has procured insurance in an amount and scope sufficient to cover all claims and Liabilities related to the Grantee's Services, Grantee's performance of or failure to perform as required under the Contract and as required by law.

16. RECORD MAINTENANCE/RETENTION AND INSPECTION

16.01 All record retention guidelines set by the SCAO and/or the Grantee must be adhered to if they require additional years beyond the retention guidelines stated herein. The Grantee's accounting system must be maintained to keep grant records separate from the Grantee's other financial records.

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16.02 The Grantee agrees to maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained in accordance with generally accepted accounting principles and will be kept for at least five years after the SCAO's final payment to the Grantee. The Grantee is responsible for the costs to retain these records.

16.03 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete.

17. AUTHORIZED ACCESS

The Grantee must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the MSC, the SCAO, the Michigan Department of Treasury and State Auditor General, or any of their duly authorized representatives, to records and documentation related to this Agreement, as authorized and required by law. The SCAO and/or an outside team may conduct on-site monitoring visit(s), evaluations and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested. The Grantee shall work cooperatively with the monitoring, audit, and/or evaluation team to permit full review of the program. Based on the audit, the SCAO may adjust payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.

18. CONFIDENTIALITY INFORMATION

18.01 In the performance of its obligations under this Agreement, the SCAO may disclose Confidential or Proprietary Information pertaining to the SCAO's past, present, and future activities to the Grantee. The Grantee agrees to limit access of Confidential or Proprietary Information to those of its employees who have a need for such access and such employees are bound to the Confidentiality provisions in this Contract. The Grantee shall not disclose Confidential or Proprietary Information to any third party without prior approval from the SCAO, unless disclosure is required by law or court order.

18.02 If disclosure of Confidential or Proprietary Information is required by law or court order, the Grantee must notify the SCAO within five (5) business days as provided in Section 33 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to narrowly tailor disclosure and obtain protective orders or other relief as appropriate.

18.03 The Grantee agrees to return all Confidential or Proprietary Information to the SCAO immediately upon the termination of this Agreement and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days after the conclusion of this Agreement. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

18.04 Section 18 of this Agreement survives termination or expiration of this Agreement.

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19. NOTIFICATION OF CRIMINAL OR ADMINISTRATIVE INVESTIGATIONS

If the Grantee becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Grantee shall immediately notify the SCAO of the investigation or charge as provided in Section 33 of this Agreement.

20. AGREEMENT/REDUCTION/SUSPENSION/TERMINATION

20.01 The SCAO and/or the Grantee may reduce the project budget, suspend, or terminate this Agreement without further liability or penalty to the SCAO under any of the following circumstances:

A. If any of the terms of this Agreement are not adhered to by the Grantee.

B. If the Grantee fails to make progress satisfactory to the SCAO toward the project goals, objectives, or strategies set forth in this Agreement, including but not limited to a determination by the SCAO after expenditure reports due April 11, 2025 are submitted, in its sole discretion, that project funds are not reasonably likely to be fully expended by the termination date.

C. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.

D. The Grantee submits false certification or falsifies any other report or document required hereunder.

E. If the Grantee is convicted of any activity referenced in **Section 19** of this Agreement during the term of this Agreement or any extension thereof.

F. If the SCAO terminates this Agreement under **Section 20.01**, the Grantee is not eligible for the SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with the SCAO that the Grantee has corrected the issues

G. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.

20.02 Each Party has the right to terminate this Agreement without cause, including termination by the Grantee if the Grantee has indicated that they do not plan to spend all or some of the grant funds. If the Grantee is the terminating party, the Grantee must notify the SCAO in writing of such termination in accordance with Section 33 of this Agreement. The Grantee will still be required to fulfill the grant reporting requirements under

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Attachments A and B as required by the terms of the grant and as otherwise directed by the SCAO. The termination date of this Agreement will be the date that the Grantee has met all grant reporting requirements as determined by the SCAO.

20.03 Any unused Grant Amount funds are subject to recoupment from Grantee.

20.04 Any funds received by the Grantee that are expended in a manner that does not comply with applicable federal and state laws, guidelines, rules, and regulations shall be returned to the State of Michigan. Any amounts subject to recovery must be repaid within 120 calendar days of receipt of any notice of recoupment.

21. FINAL REPORTING UPON TERMINATION

21.01 Should this Agreement be terminated by either party, within 30 calendar days after the termination, the Grantee shall provide the SCAO with all financial and other reports required as a condition of this Agreement. The Grantee shall immediately return to the SCAO any grant funds paid to the Grantee in excess of Grantee's approved expenses.

21.02 If this Agreement is terminated by the SCAO for the Grantee's failure to meet the grant management requirements, the Grantee shall not be eligible to seek future grant funding from the SCAO.

22. INDEMNITY

22.01 The Grantee agrees to indemnify, defend, and hold harmless the SCAO, the Michigan Supreme Court (the "MSC"), and their respective agents, officers, and employees (the "SCAO, the MSC, and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, the MSC, and related entities by reason of Grantee's Services provided and/or the Grantee's failure to provide such Services under this Agreement without limitation.

22.02 In the event any action or proceeding is brought against the Grantee by reason of any claim covered under this Agreement, the Grantee will, at the Grantee's sole cost and expense, resist or defend the action or proceeding.

22.03 In the event that the Grantee consists of more than one entity/individuals, all Liabilities of the Grantees under this Agreement are joint and several.

22.04 Section 22 of this Agreement survives termination or expiration of this Agreement.

23. COMPLIANCE WITH LAWS

The Grantee shall comply with all applicable laws, ordinances, ethics rules and codes of the federal, state, and local governments and the judiciary, and shall save and hold the SCAO harmless with respect to any damages arising from any violation of the same by the Grantee.

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24. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the Parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan, or if the Court of Claims cannot take jurisdiction over the dispute then by the circuit court determined appropriate by the SCAO.

25. CONFLICT OF INTEREST

The Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement. The Grantee is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this Agreement. The SCAO will not be subject to any Liabilities for any such claim.

26. PROHIBITION ON USE OF THE SCAO FOR PROMOTIONAL OR MARKETING PURPOSES

26.01 The Grantee is not permitted to utilize the SCAO's or the MSC's name, logo or other images, or website information for promotional or marketing purposes.

26.02 The Grantee shall not issue press releases, make public statements about or share any of the terms of this Agreement with any third party without doing all of the following: 1) Disclosing to the SCAO the complete content of the intended communication; 2) obtaining the SCAO's written consent; and 3) obligating the third party to abide by the terms of the Confidentiality provisions in this Agreement, including obtaining a written agreement if requested by the SCAO.

27. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the State of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the State of Michigan or its subdivisions, including real property, personal property, and income taxes.

28. DISPUTES

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach. Notice must be provided by both electronic mail and by an overnight delivery service that can track and confirm delivery as provided in Section 33 below.

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29. AMENDMENT TO AGREEMENT

This Agreement, including but not limited to the Scope of Services/Statement of Work and project budget changes, may only be amended by a writing signed by all Parties.

30. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

A. Data Reporting Requirements (Attachment A),
B. Program Expenditure Reporting (Attachment B)
C. FY25 Legal Self-Help Center Grant Program Guidelines (Attachment C)
D. Michigan Self-Help Center Guidelines (Attachment D)
E. Approved grant application and budget (Attachment E)

31. PROGRAM REVIEW OR SITE VISIT

The SCAO may review the Grantee's performance onsite. As part of the review, the SCAO may interview team members, observe staff meetings, review files, review data, and review financial records.

32. SEVERABILITY

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

33. DELIVERY OF NOTICE

33.01 Written notices and communications required under this Agreement shall be delivered in one of two forms to all of the individuals listed below: (1) by electronic mail, with confirmation of delivery receipt; or (2) by overnight delivery sent by a nationally recognized overnight delivery service, upon written confirmation of delivery from the service to the following:

33.02 The Grantee's contacts are:

Hon. David J. Newblatt
900 S. Saginaw Street, Flint, MI 48502
DNewblatt@geneseecountymi.gov
810-257-3080

AND

Barbara A. Menear
900 S. Saginaw Street, Flint, MI 48502
BMenear@geneseecountymi.gov

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810-424-4355

33.03 The SCAO's contacts are

Noah A. Bradow
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
BradowN@courts.mi.gov
517-373-4601

and

Alicia Moon, General Counsel
State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, MI 48909
MoonA@courts.mi.gov
517-373-1294

34. GRANTEE'S AUTHORIZING OFFICIAL

Only one person may sign this Agreement as the Grantee's Authorizing Official. The Grantee might have more than one individual who is authorized to enter into binding contracts for the Grantee that is receiving funds, or the Grantee's local rules might provide that multiple people must sign contracts. In either case, the Authorizing Official's signature on this Agreement represents the mutual agreement and acceptance of this Agreement by all persons who are authorized to enter into binding contracts for the Grantee.

35. COUNTERPARTS

This Agreement may be executed by electronic signature in any number of counterparts, each of which when so executed will be deemed an original, and all of which together, will constitute one and the same agreement. Signatures sent electronically, by DocuSign, or by similar means (including scanned images of signatures forwarded by e-mail) will have the same binding effect as original signatures.

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SIGNATURES OF PARTIES
Legal Self-Help Center Grant
CONTRACT NUMBER: SCAO-2025-066

36. SIGNATURE OF PARTIES

36.01 This Agreement is not effective unless signed by both Parties.

36.02 The signatures on this Agreement are electronic through the DocuSign system.

36.03 The DocuSign system requires an agent of the SCAO to send this Contract to the Deputy State Court Administrator for review and signature.

Agreement is ready for SCAO's Authorizing Official's signature.

7th Circuit Court (Genesee County)	**State Court Administrative Office**
Barbara Menear	Elizabeth Rios – Jones
Authorizing Official's Signature	SCAO Official's Signature
Barbara Menear	Elizabeth Rios - Jones
Authorizing Official's Name	SCAO Official's Name
Court Administrator	Deputy State Court Administrator
Authorizing Official's Title	SCAO Official's Title
10/17/2024	10/25/2024
Date Signed by Authorizing Official	Date Signed by SCAO Official

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Attachment A:
"Data Reporting Requirements"

Data Collection Activities
For this grant period, each grantee will be required to collect some data regarding access to the self-help center services provided. Grantees must submit data collection reports along with their expenditure reports. The deadlines for reporting are as follows:

- April 11, 2025 (reporting period of Effective Date – 3/31/25)
- October 10, 2025 (reporting period of 4/1/25 – 9/30/25)

What Data Must be Collected?
For this grant cycle, grantees may satisfy your data reporting requirements through any of the following options:

1. **Michigan Legal Help Survey Instruments**
   If your organization does not currently have a data collection process in place, you may utilize the Michigan Legal Help (MLH) user survey instruments that may be delivered pre-and-post-service delivery. A staff survey is also provided to capture the service delivery experience from the self-help center staff perspective. Data collected via the MLH surveys may be reported directly by MLH to satisfy data reporting requirements under this agreement. These survey instruments may be found in Appendix A of the FY25 Legal Self-Help Center Program Guidelines accessible at https://www.courts.michigan.gov/49cf6f/siteassets/problem-solving-courts/annual-reports/fy25-shc-grantprogramdetailsfinal.pdf.

   Please contact Michigan Legal Help's Statewide Self-Help Center Coordinator, Charlie Campbell at Ccampbell@lsscm.org for additional details.

2. **New or Existing Organizational Data Collection**
   If your organization is currently collecting data regarding the delivery of self-hep center services or establishing a new data collection system, you can satisfy your data reporting requirements by reporting your data collection statistics. However, to aid in the standardization of data collection and analysis, grantees must ensure that their data collection includes information substantially similar to information collected on the standardized pre- and post-service survey instruments.

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Attachment B:
Quarterly Program Expenditure Reporting Template

* An editable Excel version of the template will be provided to grantee.

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Michigan Supreme Court
Legal Self-Help Centers Grant Program

Quarterly Expenditure Report

Assigned Contract Number:

Reporting Organization:

Report Contact Name & Email:

Expense Report Start Date:

Expense Report End Date:

Certification: To the best of my knowledge these reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes set forth in the award's terms and conditions, and have been incurred by the Grantee. The Grantee is aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the Grantee to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise.

*** Reporting Instructions * -->**

In the area provided below, please list all individual expenditures made with grant funds during the reporting period. For each reported expenditure select the category for the expenditure, enter the amount for the line item, and provide a brief description of the expenditure. Insert additional lines if necessary to report all expenditures.

Note: If you're reporting staff expenses (wages/salary and fringe/tax benefits), you must also complete the supplemental report on the **STAFF DETAIL** tab.

Supporting Documentation Required:
Please attach supporting documentation for each expenditure (i.e. invoice/reciept, payroll report, etc.).

Submitting Your Report:
Send completed report and supporting documentation to JFAC@courts.mi.gov with the subject line "SHC Grant Program Quarterly Report"

Grant Funds Balance		
Total Grant Funds Awarded:	**$0.00**	** amount of grant funds awarded*
Total Expenditures - Quarter 1: **Report Due Date: 1/17/2025**	**$0.00**	** Effective Date through December 31, 2024*
Total Expenditures - Quarter 2: **Report Due Date: 4/11/2025**	**$0.00**	** January 1, 2025 through March 31, 2025*
Total Expenditures - Quarter 3: **Report Due Date: 7/11/2025**	**$0.00**	** April 1, 2025 through June 30, 2025*
Total Expenditures - Quarter 4: **Report Due Date: 10/10/2025**	**$0.00**	** July 1, 2025 through September 30, 2025*
Total Funds Remaining:	**$0.00**	* Calculated remaining grant funds after reported expendtures

Quarterly Expenditures

Expenditure Category *(select from dropdown)*	**SHC Grant Funds Expenditure Amount**	**Expenditure Description**
TOTAL	$0.00	

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STAFF SALARY & FRINGE/TAX DETAILS

				From Payroll Records		Amounts Charged to SHC Grant	
Pay Period Start	Pay Period End	Payroll Date	Staff Member Name	Total Salary	Total Fringe/Tax	Salary	Fringe/Tax

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Attachment C:
FY 25 Legal Self-Help Center Grant Program Guidelines

*** NOTE: These guidelines are also accessible online at**
https://www.courts.michigan.gov/49cf6f/siteassets/problem-solving-courts/annual-reports/fy25-shc-grantprogramdetailsfinal.pdf

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Michigan Supreme Court
State Court Administrative Office

Legal Self-Help Centers Grant Program Guidelines FY 2025

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I. Self-Help Center Services in Michigan

Legal Self-Help Centers provide services to those who are seeking to solve legal problems by providing legal information, forms, resources, guidance, and referrals. These services are designed to help educate and empower individuals to effectively advocate for themselves within the legal system. The first[1] self-help center in Michigan was established in 2002. Since that time, Michigan has taken a decentralized approach to opening and operating self-help centers.

The Michigan Justice for All Commission (Commission), created by the Michigan Supreme Court in 2021, is working to ensure that everyone in Michigan is able to access legal services when needed. The Commission is working with the State Court Administrative Office (SCAO) to expand and enhance effective, efficient, and sustainable self-help center services across Michigan.

II. Grant Announcement

a. Summary

As part of its effort to achieve 100% access to justice, the Commission continues to advocate for resources to expand legal assistance and self-help services throughout Michigan. With funding from the legislature, SCAO has established a grant program to expand legal self-help services in Michigan. The grant program will continue to award funds each year that funds are available.

Eligibility
Nonprofit and governmental organizations in Michigan are eligible to apply. Grant funds may be used for a broad category of expenditures necessary to establish, continue, or enhance legal self-help center operations or services. See Section IV.d for additional details.

Grant Period
Contingent on the legislative appropriation of funds, the fiscal year 2025 grant program period will start on October 1, 2024, and end September 30, 2025.

These guidelines set forth the administrative and programmatic requirements for the SCAO legal self-help center grant program for fiscal year 2025.

b. Michigan Legal Help and Support for Legal Self-Help Centers in Michigan

As part of the Michigan Advocacy Program, Michigan Legal Help (MLH) is a statewide program which operates the michiganlegalhelp.org website. MLH has provided support for self-help centers in Michigan for over ten years and is available to provide support to grantees, as appropriate. MLH is the host of the Michigan Self-Help Center Alliance which serves as a hub for all legal self-help centers in Michigan (mishcalliance.org).

[1] Legal Assistance Center located in Grand Rapids, MI. https://legalassistancecenter.org/

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New centers established under this program can expect MLH staff to assist with holding planning meetings; creating and executing a timeline to opening a center; outreach, including brochures for the community and signage for the center (for centers that choose to partner with MLH); selecting appropriate equipment for the center; and initial navigator training for staff working at a self-help center. Existing centers can expect MLH, through the Michigan Self-Help Center Alliance, to provide ongoing training and updates on changes to the law or forms. The Alliance is the host of a statewide data collection system for participating self-help centers. MLH staff will assist centers in implementing existing tools, reporting using those tools, and assist with other data collection issues that may arise.

c. Grant Process Timeline

The following is the timeline for the fiscal year 2025 grant cycle:

- Application Period Opens: May 13, 2024
- Application Period Closes: July 14, 2024, at 11:59 pm EDT
- Application Review and Award Notification Period: July - August 2024
- Grantee Contracting and Disbursements: August - September 2024
- Grant Period Begins: October 1, 2024
- Report Due: January 17, 2025 (reporting period 10/1/24 – 12/31/24)
- Report Due: April 11, 2025 (reporting period 1/1/25 – 3/31/25)
- Report Due: July 11, 2025 (reporting period 4/1/25 – 6/30/25)
- Grant Period Ends: September 30, 2025
- Final Report Due: October 10, 2025 (reporting period 7/1/25 – 9/30/25)

d. Grant Submission Instructions

All grant application materials must be submitted via email to JFAC@courts.mi.gov no later than 11:59 pm EDT on July 14, 2024. **Please use the following subject line for your emailed materials "FY25 Self-Help Center Grant Application Materials."**

e. Grant Program Contact

Please contact the following SCAO staff with any grant program questions:

Noah A. Bradow
Councils and Commissions Manager
BradowN@courts.mi.gov
517-373-4601

III. Selection Process and Criteria

a. Grant Review Panel

All timely submitted grants will be reviewed by a panel of individuals and considered for funding.

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b. Grant Considerations

Legal self-help services may take many forms. Organizations applying for the grant should assess and articulate their ideal plan for offering legal self-help services in their community. The proposed plan should seek to maximize resources to serve all self-represented litigants and specifically those who belong to underserved geographic and demographic populations. While not a requirement to receive funding, applications that discuss plans for sustainability through funding and/or community support may be given priority.

c. Maximum Grant Award

The maximum grant award for the fiscal year 2025 program is $100,000 for grant proposals establishing a new self-help center and $75,000 for proposals to expand or continue services of existing centers.

All grants will be disbursed in a lump-sum payment up front subject to expenditure reporting.

d. Notification

The SCAO will send applicants written notice via email of the decision to approve or deny the grant application. A decision to deny an application may not be appealed but does not prohibit resubmission of an application in a subsequent funding cycle.

e. Grant Agreement and SIGMA Registration

All applicants receiving an approved award determination must sign a grant agreement before disbursement of any grant funds. The grant agreement will be sent for signature via DocuSign. Additionally, all grantees are required to become a registered vendor in the State of Michigan's SIGMA financial system. You may access the SIGMA Vendor Self Service website at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService

IV. Grant Application Guidelines and Requirements

a. Program Criteria

All applicants must agree to and meet the following criteria:

- comply with application process requirements;
- agree to an SCAO audit of financial records related to the grant program, if requested;
- comply with Self-Help Center Best Practices adopted by SCAO;
- comply with grant program and data reporting requirements (see section V);
- comply with required staff and volunteer training provided by Michigan Legal Help;

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- agree to not use grant funds to supplant existing funding for new or existing self-help center operations.

b. Application Format and Content

The grant application must contain the following items listed below:

1. Legal Self-Help Centers Grant Application FY 2025
2. Grant Application – Budget Worksheet (must be prepared using the provided budget detail worksheet)
3. Budget Line-Item Narrative (must be prepared using the provided budget detail worksheet)
4. An Appendix containing relevant supporting documentation. Each item in the Appendix must be clearly labeled.

c. Fiscal Management

Budget Components and Template

All applicants must complete the provided budget template, which includes the following components:

- Accounting
- Contractual
- Equipment
- Travel
- Personnel (i.e. salaries and fringe benefits)
- Operating Expenses
- Other

See the budget terminology companion below for additional details and description of these items.

Non-Permitted Expenditures

Supplanting of Existing Funds. No expenditures shall be made with awarded grant funds that would result in the supplanting of existing funding received for operation of the self-help center.

Advertising / Promotional Materials. Upon request by partnering programs, MLH will provide MLH and center specific branded materials such as signage and brochures at no cost to a Self-Help Center. Since these materials are provided by MLH they are not a permitted expenditure under this grant program.

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V. Data Collection Requirements

Standardizing data collected by legal self-help centers is critical to statewide and long-term data sharing efforts. Robust statewide data regarding the legal self-help center services provided will assist in design and development of effective self-help center services, as well as ongoing advocacy efforts.

MLH Standardized Self-Help Center Surveys
MLH has developed a set of three online surveys (see Appendix A for additional details) to assist self-help centers with standardized data collection. Self-help centers may partner directly with MLH to utilize a central survey platform (hosted by the Alliance) to administer surveys and collect data. MLH will provide participating self-help centers with custom survey links, as well as access to an online data dashboard containing the center's survey data. For each reporting period, MLH will report the survey data results to SCAO on behalf of grantees, which will satisfy the grantee's quarterly data reporting requirements. All grantees are encouraged, but not required, to partner with MLH for data collection and reporting.

Please contact MLH Self-Help Center Coordinator, Charlie Campbell (ccampbell@mplp.org) with questions you may have regarding the details of the MLH data collection and reporting assistance program.

Independent Data Collection and Reporting
Grantees may choose to independently collect and report data. However, to aid in the standardization of data collection and analysis, grantees must ensure that their data collection includes information substantially similar to information collected on the standardized pre- and post-service survey instruments (see Appendix A for more details). Grantees are encouraged, but not required, to share their data with MLH, in their capacity as the host of the Alliance, to assemble and analyze comprehensive statewide self-help center data.

VI. Budget Terminology

Accounting
Fees paid for contractual services by persons or organizations that perform the activities of designing and maintaining financial, staff, program, or property records. This includes summarizing, analyzing, verifying, controlling, and certifying expenditures and receipts. Costs incurred for the performance of financial audits and agreed upon procedures are also appropriate.

Contractual
Amounts paid for services rendered by persons who are not on payroll. This category also includes the services of an interpreter to make accommodations under the American Disabilities Act. The self-help center is responsible for determining if the relationship is that of a contractual nature or employee per IRS regulations.

Equipment

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Equipment includes items necessary for the operation and provision of the self-help center program services proposed under the grant. Examples include, but are not limited to, the following:

- **Office** - adding machines, phones, copy machines, computers, software, and equipment maintenance contracts
- **Furniture** – desks, chairs, filing cabinets, tables, display easels.

Funding Sources

- **SHC Grant Funds** – Financial support received from SCAO under the Self-Help Center grant program. This does not include any grant funding the organization receives from other sources.
- **Agency Funds** - Financial support contributed to the center by itself or an umbrella organization.
- **Other Grant Funds -** This includes any grant funds the organization receives for the center—other than those provided by the SCAO legal self-help center grant program.
- **In-Kind -** Support that is given in which no cash transaction is realized. Examples of in-kind support are: volunteer time, donated office space, and donated furniture.

Operating Expenses

- **Insurance –** Liability insurance that protects the center in the event of property loss or damages.
- **Maintenance -** Expenditures for repairs and maintenance services that are not provided directly by personnel or landlords.
- **Postage -** Examples: bulk mailings, postage stamps, and express mail.
- **Printing -** Expenditures for job printing, brochures, newsletters, and binding.
- **Rent -** Expenditures for office space or self-help facilities.
- **Supplies -** Expenditures for all supplies that are necessary for the operation of the center. Examples: pens, paper, printer paper, etc.
- **Telephone and Internet -** Expenditures for telephone service including both local and long-distance charges and internet service provider fees. This line item is also appropriate for website hosting fees.

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- **Utilities -** Expenditures for services usually provided by public utilities such as water, sewage, electricity, gas, and garbage.

Other
Expenses that are not related to any of the previously mentioned categories. These must be itemized and described separately.

Personnel

- **Wages -** Gross (before federal, state, local taxes) amounts paid to employees. These amounts can be paid on an hourly or salary basis.

- **Benefits -** Amounts paid by the center on behalf of employees for fringe benefits. These amounts are not included in gross salary but are over and above and are generally not paid directly to employees. Examples: health insurance, dental insurance, life insurance, employer paid FICA and Medicare, worker compensation, unemployment insurance, disability insurance, and retirement plans.

Travel
Grant funds may be used to reimburse travel expenses incurred as a result of the regular duties or training of staff. Reimbursements using grant funds may not exceed the approved SCAO rates.[2] Any reimbursements over these amounts must be paid by other sources.

[2] The schedule of approved travel rates can be accessed at https://www.courts.michigan.gov/siteassets/court-administration/resources/travel.pdf

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Appendix A – MLH Standardized Data Collection Survey Instruments

- **Pre-Service Delivery**
- **Post-Service Delivery**
- **Staff Survey**

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Attachment D:
Michigan Self-Help Center Operating Guidelines

*** NOTE: These guidelines are also accessible online at**
https://www.courts.michigan.gov/48cbfe/siteassets/reports/special-initiatives/justice-for-all/final-shc-guidelines.pdf

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Michigan
Justice for All Commission

Legal Self-Help Center Guidelines

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About Legal Self-Help Services

Across Michigan, just as across the nation, there are vast unmet civil legal needs. For most, traditional legal representation is out of reach. As a result, 70–80% of people who appear in civil court are not represented by a lawyer but represent themselves. The self-represented encounter a legal system that was not designed for them and remains complex, opaque, and unwelcoming. This is our Justice Gap.

Work is ongoing on many fronts to meet this challenge. Efforts are underway to expand legal aid services and pro bono legal services for those with low income. Courts are working to simplify their processes and become more accessible. Access to personal legal self-help services is essential in meeting the civil legal needs of the public.

Legal self-help services make available to those who are seeking to solve basic legal problems or to use courts on their own access to legal information, forms, resources, guidance, and referrals. These resources help educate and empower them to more effectively use and to better advocate for themselves within the legal system.

With origins in the late 1990s, legal self-help services have grown over the years. In some places such as California, New York, and Maryland, self-help services are widely available and their effectiveness well-demonstrated. In other parts of the country, the development of legal self-help services has been less comprehensive, developing within some courts and communities, and not at all in others.

Self-Help Services in Michigan

The Michigan Justice for All Commission (JFAC), created by the Michigan Supreme Court in 2021, has undertaken to assure that everyone in Michigan is able to access the legal services they need when they need them. Toward that goal, the JFAC Self-Help Center Work Group is working to expand and enhance effective, efficient, and sustainable self-help center services across Michigan.

Michigan is fortunate to have Michigan Legal Help (MLH), a nationally recognized online legal self-help platform, as the backbone of legal self-help services for the people of Michigan. The Michigan Legal Help website, and its companion Spanish site, Ayuda Legal de Michigan, offer articles on a wide variety of substantive and procedural legal topics along with the ability to use document assembly toolkits to prepare legal forms and court filings. The MLH Guide to Legal Help directs users to resources on the site and other sources of additional legal services, for individuals who might need more assistance with a legal issue. Existing and new Michigan self-help centers can build their services with Michigan Legal Help at the core and can further leverage that tool by helping the public to make the best possible use of Michigan Legal Help.

Michigan is also fortunate that the Michigan Supreme Court's State Court Administrative Office (SCAO) provides a suite of legal forms for use by courts, lawyers,

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and the public. Many, not initially designed for public use, will be part of a comprehensive plain language forms revision project to make them simpler and more user friendly in the coming years.

Even with these resources, many without the technology tools and skills to work effectively online risk being left behind. It is also true that often people just need or want to talk to someone about their unique circumstances; someone who will listen to their needs, answer their questions, and help them better understand the path to legal problem solving. For that reason, it is essential to assure that staffed, effective legal self-help centers are available to everyone in Michigan.

Currently across Michigan, 28 counties have self-help centers, located in 58 separate sites. Existing centers are diverse – located in courts, law libraries, public libraries, and community centers. Many are affiliated with Michigan Legal Help and use it exclusively. Many are in libraries; some are in law libraries. A few centers are independent, nonprofit organizations. The services offered are diverse as well, ranging from busy, robustly staffed centers to those with some dedicated staff to those consisting of unstaffed computer kiosks.

These Guidelines are designed to serve as an outline of best practices for self-help centers in Michigan with the expectation that they will be used to expand and enhance effective, efficient, and sustainable self-help center services across Michigan. Recognizing that we all must begin where we are, the intention is to help start new centers, expand and elevate existing centers, and to support the important services they all provide.

Core Principles of Self-Help Services

- **Commitment to Public Service**
  Self-help centers must be focused on meeting the legal needs of the public and should be a source of neutral, accurate, and reliable legal information and guidance.

- **Commitment to Excellence**
  Self-help centers must assure that they have the legal expertise to support the services they provide and assure that individuals with sufficient knowledge and training are responsible for the design, scope, implementation, delivery, and oversight of self-help services.

- **Commitment to Respect**
  Self-help centers must provide service that is welcoming, kind, respectful, empathetic, and empowering. Self-help center patrons should feel seen, heard, and understood.

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- **Commitment to Neutrality**
  Self-help services must be neutral such that that all persons seeking assistance receive the same level of service and such that others do not influence the services provided.

- **Commitment to Clarity**
  All self-help center communications, including forms, resources, tools, signage, and materials must be clear, simple, and accessible following the principles of plain language writing and user-centered design.

Self-Help Center Programs and Services

I. Self-Help Center Services

a. Eligibility for Services

Self-help services should be available to all unrepresented persons, without income limitations or other criteria for service. Self-help centers must not discriminate based on race, color, national origin, religion, age, physical or mental disability, sex, gender identity, sexual orientation, marital status, pregnancy, or parenthood.

b. Fees for Services

Basic legal self-help services must be free including legal information, resources, guidance, and referrals. Some reasonable costs for resources (such as copies) may be charged to recoup costs expended by the center for providing those resources.

c. Scope of Services

Self-help centers should help with as broad a range of substantive legal areas as they can competently and effectively provide, prioritizing areas of greatest need. Each self-help center should intentionally identify and make clear the types of legal issues with which they are able to help.

Areas of greatest need include family matters such as divorce, custody, paternity, child support, and parenting time. Additional areas include housing matters such as eviction, security deposits, and repairs; consumer matters such as responding to a claim for debt, garnishments, and payment plans, as well as small claims cases. Requests for assistance with guardianships and probate indicate a growing need in these areas.

Self-help services should be limited to civil matters, although some matters filed in criminal cases such as a request to waive fines and fees or a request for expungement of a criminal conviction are quasi-civil and are appropriate areas for self-help assistance.

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Self-help centers should not assist in the filing of general civil cases for which it would be necessary to craft a unique complaint consistent with the applicable jurisdictional requirements and the elements of the cause of action that form the basis of the complaint.

d. Legal Information v. Legal Advice

Self-help centers may provide general legal information, define legal terms and concepts, explain a legal process, describe procedural options, explain what a form may be used for and what it requires, and review forms for completeness. Self-help centers may not recommend a course of action, suggest what someone should or ought to do, predict an outcome, prepare the substance of a form or pleading, or suggest that someone has no legal remedy. Self-help centers may act as scribes, helping people who can't read or read English complete legal forms by reading questions and recording answers.

Self-help center staff may provide legal information, but not legal advice. Staff should be well trained on this distinction and how to manage those limitations in interactions with patrons.

e. No Attorney-Client Relationship, Waiver

Self-help centers should make clear that they are not providing legal advice, legal representation, or taking responsibility for any aspect of a patron's legal matter or case and that no attorney-client like relationship is suggested or created when services are provided. This can be accomplished by disclosure of these limitations in signage, a service agreement or waiver, and/or by direct communication to each patron. Self-help centers should be cognizant that where conversations and how conversations with patrons occur may affect perceptions of the limits of self-help center services.

f. Confidentiality

Communications with self-help center patrons should be private to the extent that information shared with self-help center staff should not be communicated publicly, with the opposing party to the case or matter, or with the court. Self-help center communications with patrons are not confidential in the same way that attorney-client communications are confidential.

Some affiliated organizations such as libraries have stricter duties of confidentiality. This provision is not intended to supersede those duties or to limit communication with courts about general procedural issues.

g. Limits on All Self-help Center Staff and Volunteers

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Self-help center staff and volunteers regardless of education, experience, or license, including paralegals and licensed attorneys, are subject to the same limitations on self-help services. This includes providing legal information only, refraining from creating or suggesting an attorney-client relationship, and assuring appropriate self-help center confidentiality.

Should a self-help center offer legal clinics, workshops, or lawyer-for-the-day programs, the role and scope of services provided by the lawyers involved should be clearly defined both internally for the self-help center and for the public who participate in such programs. In addition, it should include, where appropriate, clear agreements about those legal services.

h. Assistance Limited to Self-Represented Persons

Self-help center assistance should not be provided to persons who are represented by an attorney. The self-help center may assist persons receiving limited representation by an attorney with the parts of their case or matter for which they are responsible.

i. Referrals – Legal

Self-help centers should offer referrals to other legal services such as legal aid, legal clinics, and to attorneys when the assistance needed is beyond the scope or capacity of the self-help center. The self-help center should not refer to individual attorneys or firms, but should refer to the local or state bar lawyer referral service or to an established list of attorneys providing limited scope legal services.

Lawyers or others who volunteer at the self-help center, including at clinics or workshops, should be prohibited from referring matters to themselves, their firms, or other individual attorneys or firms.

j. Referrals – Community Services

Self-help centers should maintain or have access to a directory of community services that may be able to assist with patrons' non-legal needs and refer patrons to these services when appropriate. Examples include housing assistance, domestic violence services, disability advocacy, alternate dispute resolution services, discrimination agencies and advocates, and the like.

II. Service Delivery

a. Delivery Channels

Self-help centers should provide services in person, either directly or remotely. Other remote delivery channels may also be appropriate including services by phone, email, text, chat, or video conference. Self-help centers should be intentional in their choice of service delivery channels to assure that they have the capacity, expertise, and technology to effectively deliver services by the chosen methods.

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b. Customer Service

Self-help centers must provide excellent customer service, to engage with those needing assistance in ways that are welcoming, kind, respectful, empathetic, and empowering. The self-help center should be the place where people are and feel seen, heard, and understood. The self-help center should be a source of neutral, accurate, and reliable legal information and guidance.

Self-help center staff should be trained and familiar with the challenges faced by people attempting to solve legal problems and use the courts on their own. This includes understanding the impact and effect of stress, trauma, and varied cultural and economic circumstances on capacity, problem solving, and the ability to self-represent. The SHC Coordinator will provide trainings on these topics.

c. Accessibility

Self-help center services should be accessible to persons with disabilities. Self-help center design should use the physical configuration of the space and technology to eliminate barriers to service. If possible, self-help centers should try to assist patrons with a preferred language other than English through staff or a translation tool such as Language Line.

III. Program Integrity and Quality Assurance

a. Legal Resources

Self-help centers should have access to the legal resources and reference materials needed to support the services provided.

b. Education and Training

Self-help centers will assure that all staff and volunteers have access to the initial and ongoing education and training necessary to support the self-help services provided. This should include an understanding of the justice gap, the access to justice movement, the needs and challenges of the self-represented, the self-help center service model, providing high-quality customer service, Michigan court structure and jurisdiction, the relevant aspects of civil procedure, and the substantive and procedural aspects of the areas of legal assistance provided by the self-help center. The SHC Coordinator/SHC Alliance will facilitate these trainings.

c. Program Development/Innovation

Self-help centers that offer forms or resources other than those provided by Michigan Legal Help should have a process for form and resource development, review, and quality assurance.

d. Complaints

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Self-help centers should have a process for receiving and addressing patron complaints. Self-help centers that are programs of courts, libraries, or others may use that organization's complaint process.

IV. Program Evaluation

Data Collection and Reporting

The Self-Help Center Alliance will create a common framework for self-help center data collection to allow for the compilation of statewide data about self-help center services to advocate for and support funding for self-help center services. Self-help centers should cooperate with statewide data collection and reporting efforts including alignment with standard data metrics and processes.

Self-Help Center Operations

I. Operational Models

Self-help centers are nonprofit programs offering legal self-help services to persons who are not represented by counsel. Self-help centers can operate as programs and services provided by courts, public libraries, law libraries, universities, or as independent, nonprofit organizations. The stakeholder community seeking to offer self-help services should be intentional in selecting the operational model that best meets the needs of their community and with the understanding that the choice of operational model will impact funding, structure, and other operational needs.

II. Facilities

a. Location

The self-help center location should be selected to best meet the needs of the community it intends to serve. Options include locations at or near a courthouse, at or near court related services, or at locations familiar to the public such as libraries and community centers. Consideration should be given to public access including hours, security, parking, and bus service.

b. Hours

Self-help centers should offer consistent hours, make clear the hours during which staff assistance is available, and make sure that the self-help center hours are posted and easy for the public to find. Self-help center hours should be aligned with community needs and the self-help center capacity. Consideration should be given to staffing for high volume hours which may include normal business hours, lunch hours, and evening and weekend hours.

c. Space

Self-help centers should be clearly visible and easily accessible, ideally close to the building entrance or, if not, have clear, visible signage

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directing the public to the self-help center location. Self-help centers should be configured and furnished in a way that supports the service delivery model and meets the needs of the public and the staff including adequate and functional furnishings, equipment, and supplies. Space and configuration consideration should be given to the possible need for patrons to wait for service, take time to complete paperwork and use computers, and be accompanied by their children.

d. Equipment and Technology

Self-help centers should have the equipment and technology needed by patrons and staff. This would include, at a minimum, computers, printers, copiers, scanner, and adequate internet service. Where appropriate, the self-help center may wish to offer public wi-fi to support patron devices and have the capacity to fax documents. Consideration should be given to the IT services that will be necessary to install, support, and maintain self-help center technology.

Self-help centers should have the software needed to support both patron services and staff operational needs. Electronic access to court records where available and to court registers of actions (where available) is essential to effective legal self-help services.

e. Security

Self-help centers should have safety, security, and emergency plans that provide for protocols and training in case of fire, threat, or another emergency, and/or follow the security and emergency plans for the building they occupy.

III. Staff

Self-help centers should have staff with the education, training, skills, and experience needed to provide quality self-help services. Self-help center staff may include attorneys, paralegals, and/or other trained staff.

Self-help centers should have a director to manage and oversee the services and operations of the self-help center.

The director should be familiar with the challenge of access to justice, the needs of self-represented litigants, court structure and jurisdiction, court processes, rules, and procedures, and the substantive legal areas in which the self-help center provides services.

IV. Volunteer Program

Trained, supervised volunteers can help to provide self-help services. Using volunteers can be an effective way to leverage limited staff to expand self-help center services. A self-help center using volunteers should have a structured volunteer program that includes recruitment, training, supervision, management,

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and recognition. Such a program may include interns who volunteer for academic credit.

A self-help center using volunteers should be prepared to and able to commit the time necessary to sustain the program. Time and resources will be needed to recruit and train volunteers, manage volunteer schedules, and supervise volunteers. The volunteer program should be structured to assure consistency and continuity. Self-help centers should be aware of and plan for the staffing and infrastructure needed to develop and sustain a volunteer program.

Experienced and skilled staff should assure adequate supervision of volunteers when serving the public to assure that the public receives quality service and addresses any needs that are beyond the skills of volunteers.

V. Marketing and Communication

MLH provides marketing materials (SHC-specific brochures and signage, and generic business cards) free of charge to all SHCs wishing to use them. Otherwise, self-help centers should develop and maintain the tools, resources, and capacity to effectively communicate their services to the public and to stakeholders. They should also employ the principles of plain language and user-centered design to assure communications are accessible and easy to understand.

VI. Stakeholders, Relationships, and Collaboration

a. Stakeholders

Positive, ongoing relationships with self-help center stakeholders are essential for success. Stakeholders who understand and support the self-help center can help communicate the availability of self-help center services and advocate for support of the self-help center in the community. Stakeholders can also provide a valuable perspective to aid in identifying community needs and evaluating self-help center programs and services.

Self-help centers should identify their key stakeholders. Stakeholders may include courts, including Friends of the Court, legal aid providers, libraries, community social service providers – particularly including those providing domestic violence, housing, and 211 services, as well as neighborhood associations, faith communities and organizations, and others.

Having identified key stakeholders, self-help centers should work to develop and sustain ongoing collaborative relationships based in an understanding of one another's goals, needs, programs, and services. Regular and ongoing communication with key stakeholders will assure positive and sustainable working relationships. The self-help director

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should lead in creating and sustaining relationships and assuring regular communication.

b. Relationships with Courts

Self-help centers should develop and sustain strong working relationships with the courts in their community. Regular communication and collaboration is essential to keep the self-help center informed of changes in court operations. In addition, a working relationship with the court is imperative to assure that the self-help center receives feedback about the quality and effectiveness of their services, and that the unique voice offered by self-help center leadership and staff is present and considered in the development of court operations and functions. Court and self-help center representatives should meet regularly to exchange information and ideas.

c. Other Community Relationships

Self-help centers should develop mutually supportive relationships with community organizations where members of the public are served. By exchanging program information and promotional materials, self-help centers can be well positioned to refer and receive referrals from community organizations.

d. Michigan Self-Help Center Alliance

Self-help centers should actively participate in the Michigan Self-Help Center Alliance to facilitate professional development of self-help center staff; increase collaboration, coordination, and communication among centers; access shared resources including education, training, and tools for communication and outreach; and support the effort to expand and fund self-help center services across Michigan.

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Attachment E:
Approved Grant Application and Budget

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State Court Administrative Office
Legal Self-Help Centers Grant Application FY 2025

Type of Grant Application:

☐ New Self-Help Center

☒ Existing Self-Help Center

Name/Address of Applicant Organization

7th Judicial Circuit Court (Genesee County, Michigan)
900 S. Saginaw Street
Flint, Michigan 48502

Organization Type:

☒ Government ☐ Non-Profit

Key Contact(s) for Grant Application

Name:	**Hon. David J. Newblatt**	**Name:**	**Barbara A. Menear**
Title/Role:	**Chief Judge**	**Title/Role:**	**Court Administrator**
Email:	**DNewblatt@geneseecountymi.gov**	**Email:**	**BMenear@geneseecountymi.gov**
Phone:	**810.257.3080**	**Phone:**	**810.424.4355**

Total Grant Project Budget:

$ 204,675.54

Grant Amount Requested:

$ $75,000

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SIGMA Account Information

Additionally, all grantees are required to be a registered vendor in the State of Michigan's SIGMA financial system. You may access the SIGMA Vendor Self Service website at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService.

If you are currently a registered vendor, please provide your SIGMA vendor ID.

SIGMA Vendor ID	CV0047990

Grant Agreement - Authorizing Official (required)

Please provide the following details for the individual authorized to sign the grant agreement in the event your organization is selected as a grant recipient. The Authorizing Official must be a person who is authorized to enter into a binding contract for your organization.

Name:	Barbara A. Menear
Title:	Court Administrator, 7th Judicial Circuit Court
Email:	BMenear@geneseecountymi.gov
Address:	900 S. Saginaw Street, 2nd Floor Administration Flint, Michigan 48502

Grant Agreement – Reviewing Official (optional)

In the event your organization is selected as a grant recipient, the grant agreement document will be sent via the DocuSign system. You may designate one individual as a "reviewer" that will receive the grant agreement for review before it is sent to your organization's authorizing official for signature.

Name:	
Title:	
Email:	
Address:	

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1. **Please tell us about your organization and why you are interested in beginning or continuing to host a legal self-help center.**

As an integral division of the state judiciary, the 7th Judicial Circuit Court stands as the constitutionally designated court of general jurisdiction for Genesee County, with its operations spanning the Civil-Criminal Division and the Family Division.

Recognizing the critical role of legal Self-Help Centers in ensuring equitable access to justice across Michigan, these centers serve as indispensable resources, offering a gateway for individuals to access a wealth of free online legal self-help tools and seek guidance from trained navigator staff, all while refraining from providing legal advice. These resources play a pivotal role in bridging the justice gap, particularly for the 75% of civil litigants unable to afford legal representation, thereby fostering a more inclusive and accessible legal landscape within Genesee County.

Moreover, the presence of a legal Self-Help Center within the confines of the 7th Judicial Circuit Courthouse has yielded an array of tangible benefits. Firstly, it caters to the needs of individuals who frequently visit the court premises in pursuit of necessary legal forms, providing them with the opportunity not only to obtain these forms but also to complete them efficiently. Secondly, for litigants navigating their legal matters, the Center serves as a convenient hub for filing additional documentation, ensuring a streamlined process for advancing their legal actions. Lastly, the Center's location within the courthouse facilitates a seamless and expedient filing process, allowing litigants to file documents directly with the Court, synchronously with the completion of requisite forms. It is for these compelling reasons that the 7th Judicial Circuit Court is committed to enhancing and expanding the services offered within its existing legal Self-Help Center, firmly believing that the location within the courthouse is optimally positioned to cater to the evolving needs of the community that the Court serves.

The Court has undertaken major architectural planning to fully re-design the current space where the Center is located. Architectural designs have been finalized, and construction bids are in final review stages as this grant application is being submitted.

Seven (7) state-of-the-art legal kiosks are set for deployment in the Center in August 2024.

2. **Please identify all key program staff who would be working with the self-help center, including their contact information. Provide a brief overview of their role with the self-help center.**

Name:
Hon. David A. Newblatt

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Position:
Chief Judge, 7th Judicial Circuit Court
Contact Information:
900 South Saginaw Street, Room 300
Flint, Michigan 48502
P: 810.257.3080
E: DNewblatt@geneseecountymi.gov
Role With SHC:
In his capacity as the Chief Judge, Judge Newblatt maintains a pivotal role in overseeing
all aspects of court operations and ancillary services under the direction of the Circuit and Probate Courts. Furthermore, the Self-Help Center, an integral component of the comprehensive Legal Resource Center, serves as the primary hub for the public to access a wealth of legal information and receive referrals to pertinent resources. This Center offers a spectrum of supportive services, aiming to empower individuals with the necessary tools and knowledge to navigate the legal landscape effectively.

Name:
Barbara A. Menear
Position:
Court Administrator, 7th Judicial Circuit Court
Contact Information:
900 South Saginaw Street, 2nd Floor
Flint, Michigan 48502
P: 810.424.4355
E: BMenear@geneseecountymi.gov
Role With SHC:
As the Circuit Court Administrator, Barbara Menear oversees the Self-Help Center's daily operations, personnel, and resources, fostering a strong connection. Her advisory committee involvement shapes the Center's strategic direction, keeping it attuned to the community's legal needs. Leveraging her expertise, she streamlines processes and cultivates a supportive environment for staff and the public seeking legal assistance.

Name:
Samuel Olson
Position:
Court Administrator/Register, Genesee County Probate Court
Contact Information:
900 South Saginaw Street, Room 502
Flint, Michigan 48502
P: 810.424.4426
E: SOlson@geneseecountymi.gov
Role With SHC:
In his role as the Probate Court Administrator, Samuel Olson has established a close affiliation with the Self-Help Center through active engagement with the advisory

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committee. His responsibilities encompass the facilitation of day-to-day operations, with a particular focus on fostering the active participation of probate staff. Additionally, he is instrumental in integrating cutting-edge technology solutions and contributing to strategic planning initiatives aimed at enhancing the efficiency and effectiveness of the Center's probate-related services. Through his involvement with the advisory committee, Mr. Olson plays a crucial role in guiding the Center's direction and ensuring its alignment with the evolving needs of the community.

Name:
Anthony J. McDowell
Position:
Genesee County Friend of the Court
Contact Information:
630 South Saginaw Street, Suite 2500
Flint, Michigan 48502
P: 810.257.3613
E: TMcDowell@geneseecountymi.gov
Role With SHC:
Anthony McDowell, as the Director of the Friend of the Court, collaborates closely with the Self-Help Center's advisory committee, fostering a conducive environment for staff growth and resource enhancement. This partnership aims to improve services for self-represented litigants dealing with domestic filings, ensuring comprehensive support throughout the legal process. Leveraging technology and strategic planning, he optimizes operations, enhancing overall support for litigants. Mr. McDowell's leadership contributes to a cohesive system empowering individuals navigating the complexities of domestic filings.

Name:
TBD
Position:
Self-Help Center Director
Contact Information:
TBD
Role With SHC:
The Self-Help Center Director will oversee day-to-day operations, implementing policies, procedures, and protocols. Responsibilities include staff training, scheduling, and ensuring alignment with the Center's mission. Additionally, the Director shall monitor service delivery, develop evaluation tools, and maintain statistical records for continuous improvement and efficacy.

Name:
Emily Space
Position:
Self-Help Center Navigator
Contact Information:

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TBD
Role With SHC:
The Navigator's primary responsibilities will include guiding visitors through the Michigan Legal Help website, addressing basic inquiries concerning the available forms, as well as providing informative responses to queries about court practices and procedures. Additionally, the Navigator will be responsible for facilitating connections with external community service providers, ensuring that visitors receive the necessary support beyond the Center's scope.

Name:
Judith Williams
Position:
Self-Help Center Navigator
Contact Information:
TBD
Role With SHC:
The Navigator's primary responsibilities will include guiding visitors through the Michigan Legal Help website, addressing basic inquiries concerning the available forms, as well as providing informative responses to queries about court practices and procedures. Additionally, the Navigator will be responsible for facilitating connections with external community service providers, ensuring that visitors receive the necessary support beyond the Center's scope.

Name:
David Combs
Position:
Director of Court IT, 7th Circuit Court
Contact Information:
900 South Saginaw Street, 2nd Floor West
Flint, Michigan 48502
P: 810.424.4414
E: DCombs@geneseecountymi.gov
Role With SHC:
In his role, David Combs oversees technology operations, evaluating them against the Center's objectives. He spearheads robust IT policies and systems, ensuring seamless functioning. His analysis identifies and prioritizes the Center's technological needs, guaranteeing the availability of cutting-edge tools to meet users' evolving demands.

3. **<u>(Existing Self-Help Centers Only)</u> Please provide an overview of your current legal self-help center operations:**

   Service Delivery Model:
   Please indicate the methods in which your center provides services (select all that apply).

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☒ computer kiosk

☒ on-site staff / volunteer

☐ virtual (i.e. Zoom/Phone) ☒ MLH Remote Legal Navigator site

☒ other (please describe)

The 7th Judicial Circuit Court's legal Self-Help Center, a cornerstone of this proposal, is slated to comprise seven (7) thoughtfully designed kiosks, each meticulously outfitted with essential components to facilitate seamless access to legal resources and assistance. Within each kiosk, visitors will find a dedicated computer mount, a comfortable chair, a user-friendly desktop computer equipped with a mouse and keyboard, and convenient print services, all geared toward fostering a user-centric environment. Moreover, recognizing the importance of inclusivity, each kiosk will be equipped with video conferencing capabilities, while also prioritizing accessibility for individuals with disabilities, ensuring that the design and layout of the kiosks eliminate any potential barriers to service, promoting an inclusive and accommodating experience for all visitors.

To promote clarity and transparency, the log-in screen for each kiosk will collect the necessary user data as mandated by the Self-Help Center Alliance, accompanied by a clear notification that the center does not provide legal advice or representation, nor does it establish an attorney-client relationship. Central to the Center's service framework is the integration of the Michigan Legal Help website, serving as a source of informative articles and toolkits, meticulously curated to aid individuals in navigating various legal intricacies. Covering an extensive spectrum of legal areas, including family law, protection from abuse, housing, consumer protection matters, and criminal conviction expungement, the website serves as a valuable knowledge base for individuals seeking self-representation guidance. Additionally, the website features a wealth of information on locating legal representation, accessing community services, and understanding court procedures, thus fostering a holistic and empowering environment for all visitors.

The kiosks will house a comprehensive directory of third-party community service providers, serving as a valuable resource for patrons seeking support for both legal and non-legal needs, thereby fostering a holistic approach to community care and assistance. The kiosks will also allow users to save resources for future use, so that Center visitors will be able to continue to work on their legal self-help needs at a later date if needed.

The operational backbone of the Self-Help Center will be its dedicated pair of Navigators, employed by the 7th Judicial Circuit Court. Equipped with comprehensive training, these Navigators will be instrumental in providing

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individuals with clear and impartial legal information tailored to their specific legal challenges. While refraining from offering legal advice, the Navigators will ensure the provision of exceptional customer service, guiding visitors through their legal matters while remaining within the boundaries of legal information assistance.

At present, the inclusion of volunteers to staff the Self-Help Center is not envisioned; however, should a volunteer program be established in the future, comprehensive recruitment, supervision, and recognition protocols will be implemented to ensure the efficient and effective operation of the program. Additionally, the appointment of a qualified Director to oversee the Center's operations is crucial, with the successful candidate expected to possess a robust understanding of access to justice, the needs of self-represented litigants, court processes, and substantive legal areas, thus ensuring the seamless and efficient management of the Self-Help Center's services.

Service Hours:
Please list the days and hours during which services are provided.

Daily, 8:00am – 5:00pm

Services Provided:
Please provide a general description of the services currently provided at your legal self-help center.

In a bid to bolster accessibility and empower the local community, the 7th Judicial Circuit Court embarked on the establishment of a pioneering Self-Help Center in 2023. Positioned as a pivotal resource hub, the current Self-Help Center has implemented a comprehensive system of check-in surveys and exit surveys, strategically designed to glean crucial insights and feedback from the diverse spectrum of individuals availing themselves of the Center's invaluable services. This diligent approach serves to ensure that the Center remains responsive to the evolving needs of its users, fostering a dynamic feedback loop that drives continuous improvements and enhancements to the services provided.

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Designed to cater to a diverse range of legal needs, the Self-Help Center is equipped with an array of user-friendly computers, accessible forms, and efficient printers, all readily available for public use. This comprehensive setup not only facilitates ease of access to essential legal documentation and resources but also empowers individuals with the necessary tools to navigate the legal landscape effectively, thereby fostering a more informed and empowered community.

At the forefront of the Center's operations stands dedicated Navigators, meticulously trained to provide comprehensive assistance and guidance to all visitors, ensuring that every individual receives tailored support suited to their unique legal requirements. This personalized approach serves as a cornerstone of the Center's commitment to fostering an inclusive and supportive environment, where individuals can confidently seek guidance and resources without fear of complexity or confusion.

In a significant stride toward further enriching the Center's offerings, collaborative clinics have been initiated in partnership with Legal Services of Eastern Michigan (LSEM), enhancing the range of services available onsite at the 7th Circuit Court's Self-Help Center. These specialized clinics serve as a conduit for fostering more targeted and specialized legal assistance, catering to the specific needs and challenges faced by individuals seeking guidance within the community. Since its partnership with the Circuit Court in this endeavor, LSEM's presence in the Center has increased ½ day per week. At the time of this application, LSEM is "on-site" to offer assistance on Mondays from 10:00am – 4:00pm, and Thursdays from 9:30am – 12:30pm.

Additionally, the YWCA of Greater Flint has fostered a meaningful collaboration with the Self-Help Center, which has yielded positive outcomes for individuals in need. By stationing a dedicated staff member on the second floor of the courthouse for two half days every week, the YWCA has effectively streamlined the process for individuals seeking support with PPO (Personal Protection Order) submissions, which, through Court IT developments, can now be filed electronically. Effective April 29, 2024, all judges review PPO petitions via an electronic workflow for expedited response. The Genesee County Sheriff has also agreed to accept electronic documents for LEIN submission. The YWCA and Court partnership has opened doors that often seemed closed. With the Self-Help Center, this would not have occurred. At the time of this application, the YWCA has increased its presence an additional ½ day per week to conform to the expanded LSEM presence.

The Friend of the Court has also added their presence to the Center in recent weeks. FOC has provided an Alternative Dispute Resolution (ADR) trained caseworker in the Center to be present when LSEM is on-site. Initial data from the entry surveys indicate a high percentage of family law related users at the

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Center, most of whom already have a Friend of the Court case and may not have availed themselves of existing ADR services.

In line with the ongoing commitment to technological innovation, the 7th Judicial Circuit Court remains dedicated to the implementation of cutting-edge kiosk systems within the Self-Help Center. With these new kiosks, the center aims to streamline and optimize the delivery of its services, further enhancing the overall accessibility and efficiency of the Self-Help Center's operations, while reaffirming the Court's steadfast dedication to fostering an inclusive and accessible legal landscape for all members of the community.

The legal kiosks are set for full deployment in August 2024. A portion of grant funds in the present application will be requested for maintenance of the kiosks.

4. **Grant Proposal.** Please provide an overview of how you intend to utilize funds from this grant program to establish, continue, or enhance legal self-help center operations or services. *Please review the FY25 program guidelines for eligible expenditures.*

**** New Self-Help Center Programs ****
Proposals for new programs should include a description of the proposed service delivery model, service hours, and the services to be provided.

**** Existing Self-Help Center Programs ****
Proposals should identify any changes in your current service delivery model, service hours, or services described above.

At the forefront of its mission, the 7th Judicial Circuit Court's Self-Help Center is poised to become a pivotal resource hub, offering a comprehensive array of services tailored to empower individuals in resolving their legal challenges independently.

As the Self-Help Center continues to broaden its scope and reach, the grant funds sought through this application will be instrumental in supporting three key initiatives vital to the Center's expansion. Firstly, the funds will be utilized to cover the ongoing licensing and support costs associated with the integration of additional kiosks within the Center, guaranteeing their seamless functionality and efficient delivery of services to the public. The maintenance of the kiosks will allow for more adaptive services in the future as user experiences are analyzed and resources can be continuously aligned to the needs of the community.

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Secondly, the establishment of a dedicated Self-Help Center Director position is deemed essential to meet the burgeoning demands of the Center. The Director will assume a pivotal role, not only in overseeing the Center's operational staff but also in cultivating robust partnerships with community stakeholders and resources, fostering an integrated network of support for all individuals utilizing the Center's services. The Director will be required to be an experienced attorney to lay the foundation for law school interns or externs as part of the Center team. It is worth noting that the funding for the Self-Help Center Director was deferred during the initial phase to prioritize the establishment of the Center's foundational infrastructure.

Lastly, grant funds are being requested to pay for legal print materials and Westlaw legal research accounts for the Center.

5. **Fees.** Do you intend to charge any fees for services provided to legal self-help center patrons that are funded by this grant?

☒ No ☐ Yes (please describe)

N/A

6. **(New Self-Help Centers Only) Community Need.** Please provide an overview of why the proposed services are needed within your target community.

N/A

7. **Budget.** Applicants must provide grant application budget details by completing the provided 1) Budget Worksheet and 2) Budget Line-Item Narrative.

8. **Audit Report**. If your organization is a 501(c)(3), please provide a copy of your most recent audit report. A certified review of financials may be provided in lieu of an audit report, if unavailable.

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9. **Accounting.** Please provide a brief description of the accounting system employed by your organization and the individuals and/or entities responsible for the accounting process.

Genesee County, along with the 7th Judicial Circuit Court for Genesee County, employs the utilization of BS&A financial software. This comprehensive cloud-based financial management system is tailored specifically for governmental use, facilitating efficient tracking and management of essential business operations. With its interconnected modules, such as General Ledger, Budgeting, Accounts Payable, and Purchase Order, the software enables seamless data sharing and integration, streamlining administrative processes and promoting organizational transparency and accountability.

10. **Other.** Provide any other relevant information that you believe the review panel should know when making a determination on your application.

In a proactive effort to bolster the efficacy and comprehensiveness of its legal resources, the 7th Judicial Circuit Court has convened a dynamic Legal Resource Advisory Committee, comprising a diverse and respected panel of individuals. This committee, organized for its breadth of expertise and collective insight, stands as a testament to the Court's commitment to inclusive and multifaceted representation in the pursuit of fostering a more accessible legal system.

The committee members, each recognized as influential figures within their respective spheres, include:

Dr. Beverly Brown, Genesee County Commissioner
Domonique Clemons, Genesee County Clerk
Hon. Duncan Beagle, 7th Judicial Circuit Court Judge (retired)
Barbara Menear, Genesee County Circuit Court Administrator
Samuel Olson, Genesee County Probate Court Administrator
Tina Burroughs, Executive Director, Genesee County Bar Association
Melissa Caldwell, Co-Director, YWCA
Tony McDowell, Director, Friend of the Court
Brian Smith, Director of Development, Legal Services of Eastern Michigan

Tasked with a pivotal role in shaping the Court's legal resources, the primary objective of the Legal Resource Advisory Committee is to provide informed guidance, formulate critical opinions, and offer well-rounded recommendations pertaining to the spectrum of legal resources made available through the Court. Leveraging their collective expertise and diverse perspectives, the committee has played and will continue to play a central role in shaping the development and seamless implementation and expansion

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of the legal Self-Help Center, serving as a critical bridge between the Court and the needs of the broader community. With their invaluable input and collaborative efforts, the committee is poised to facilitate a more inclusive and accessible legal landscape that empowers individuals and fosters a deeper sense of legal awareness and empowerment within the Genesee County community.

11. **Letters of Support (optional).** Please attach one or more letters of support from a community partner.

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Grant Application - Budget Detail Worksheet (Required)

Michigan Supreme Court
Legal Self-Help Centers Grant Program

Applicant Organization: 7th Judicial Circuit Court

Budget Contact Person: Jessica Clemens

E-Mail: JClemens@geneseecountymi.gov

Budget Category	SHC Grant Funds	Agency Funds	Other Grant Funds	In-Kind	Total Budget:
Accounting					$0.00
Personnel - Wages/Salaries	$41,250.00	$83,750.00			$125,000.00
Personnel - Fringe Benefits	$14,508.00	$29,457.00			$43,965.00
Contractual	$19,242.00	$16,460.54			$35,702.54
Equipment					$0.00
Travel					$0.00
Operating Expenses - Rent					$0.00
Operating Expenses - Maintenance					$0.00
Operating Expenses - Utilities					$0.00
Operating Expenses - Phone/Internet					$0.00
Operating Expenses - Supplies					$0.00
Operating Expenses - Printing					$0.00
Operating Expenses - Postage					$0.00
Operating Expenses - Insurance					$0.00
Other					$0.00
TOTAL	$75,000.00	$129,667.54	$0.00	$0.00	$204,667.54

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State Court Administrative Office
Legal Self-Help Centers Grant Application FY 2025

Budget Line-Item Narrative (Required)

Applicant Organization:	**7th JUDICIAL CIRCUIT COURT**
Grant Budget Total:	**$75,000.00**

INSTRUCTIONS:

For each budget category listed below, please indicate the total amount from your budget worksheet and provide a description of the intended use of the funds budgeted for the line-item.

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Personnel - Wages/Salaries	$125,000.00	$41,250.00	$83,750.00	$0	$0
SHC grant funds will be used to fund a portion (33%) of the Director position salary, which is set annually at $125,000.00. This salary will cover the period of October 1, 2024, through September 30, 2025.					

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Personnel - Fringe Benefits	$43,965.00	$14,508.00	$29,457.00	$0	$0

SHC grant funds will be used to fund a portion (33%) of the Director position fringe benefits, which are estimated to total $43,965.00 annually. This will cover the period of October 1, 2024, through September 30, 2025.

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Contractual	$35,702.54	$19,242.00	$16,460.54	$0	$0

SHC grant funds will be used to pay for legal print materials, electronic legal research patron access for legal research and kiosk maintenance.

Print materials – October 1, 2024 – September 30, 2025
Total cost for materials is $15,681.00
Grant funds used to cover 50% of costs: $7,840.50

Westlaw electronic legal research – January 1, 2025 – September 30, 2025
Total cost for service is $9,171.45
Grant funds used to cover costs: $9,171.45

Kiosk maintenance – October 1, 2024 – September 30, 2025
Total cost for materials is estimated at $10,850.00
Grant funds used to cover costs: $2,230.05

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Equipment	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Travel	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Rent	$0	$0	$0	$0	$0
Insert budget line-item description here.					

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Maintenance	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Utilities	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Phone/Internet	$0	$0	$0	$0	$0
Insert budget line-item description here.					

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Supplies	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Printing	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Postage	$0	$0	$0	$0	$0
Insert budget line-item description here.					

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	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Operating Expenses - Insurance	$0	$0	$0	$0	$0
Insert budget line-item description here.					

	Total Budget	Grant Funds	Agency Funds	Other Grants	In-Kind
Other	$0	$0	$0	$0	$0
Insert budget line-item description here.					

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LEGAL SERVICES
of Eastern Michigan

ADMINISTRATIVE OFFICE
LEGAL SERVICES OF EASTERN MICHIGAN

436 S. SAGINAW STREET • SUITE 101 • FLINT, MI 48502
PHONE (810) 234-2621 • (800) 322-4512

July 11, 2024

State Court Administrative Office
Hall of Justice
925 West Ottawa Street
Lansing, Michigan 48915

Dear Sir/Madam:

I am writing on behalf of Legal Services of Eastern Michigan (LSEM) to express our full support for the 7th Judicial Circuit Court's application to the Supreme Court Administrative Office's Legal Self-Help Centers Grant Program. As a non-profit organization committed to providing free civil legal assistance to low-income and marginalized residents in fourteen (14) mid-Michigan counties, including Genesee County, LSEM understands the pivotal role such programs play in addressing the urgent civil legal needs of our communities.

The establishment of a legal Self-Help Center within the 7th Circuit Courthouse has been instrumental in closing the Justice Gap that many legal service providers struggle to bridge. LSEM appreciates the vital role self-help services play in making justice accessible to all, particularly for those facing financial hardships.

To support this initiative, LSEM hosts a Circuit Court Clinic, held every Monday, which offers dedicated assistance to the Court's Self-Help Legal Center. Our skilled legal professionals provide tailored guidance to individuals grappling with complex legal issues that extend beyond the scope of the Self-Help Center, thereby enhancing the effectiveness and reach of the Center's services.

Moreover, in alignment with the 7th Judicial Circuit Court's objectives, LSEM has developed a reciprocal referral system. This system allows us to direct clients with civil legal issues beyond our capacity to the Court's legal Self-Help Center, while the 7th Circuit refers cases that exceed the Center's capabilities back to us. LSEM is also committed to conducting educational and outreach programs for the Center's users, ensuring they receive comprehensive, informed assistance. Additionally, our organization will continue to dedicate staff to actively participate in the 7th Circuit's Legal Resource Advisory Committee, recognizing its crucial role in providing valuable advice and recommendations for the successful operation of the legal Self-Help Center.

Given the profound impact of the 7th Judicial Circuit Court's Self-Help Center on improving access to justice within our community, LSEM strongly urges the Supreme Court Administrative Office to approve the Court's application to the Legal Self-Help Centers Grant Program.

For any inquiries regarding LSEM's support for the application to the SCAO's Legal Self-Help Centers Grant Program, please feel free to contact me at (810) 423-0531 or via email at jnylander@lsem-mi.org.

Sincerely,

Jill L. Nylander
Executive Director

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Judge Duncan M. Beagle (ret.)
13361 Pomona Dr.
Fenton MI 48430

July 11, 2024

State Court Administrative Office
Halls of Justice
925 West Ottawa Street
Lansing MI 48915

Re: 7th Judicial Circuit Court (Genesee County)
Legal Self-Help Center Grant Application

Dear State Court Administrative Office Officials and Members;

I am contacting you in support of the grant application by the 7th Judicial Circuit Court for additional funding to move forward with the Legal Resource Center to be in the Genesee County Courthouse.

I retired as the Chief Judge of the 7th Judicial Circuit Court and was one of the four (4) original judges assigned to the Family Division bench in January 1998. In both capacities, I came in contact, on a daily basis, with citizens who needed assistance on legal matters but were unable to afford counsel.

There is only so much that Legal Services of Eastern Michigan can do to help, given their staffing levels and geographic area that they serve. Many times, with the assistance of Michigan Legal Help and a navigator, a court filing can be completed. It makes a big difference in the life of families. I am told that a high percentage of the court users who ask for assistance are there on a domestic matter.

I am currently serving on the advisory board for the Legal Resource Center, and I believe in its mission.

I am impressed with the partners in this endeavor, Courts, Legal Services of Eastern Michigan, YWCA of Greater Flint, Genesee County Board of Commissioners, Genesee County Clerk and many others have begun to see the possibilities and share in the excitement.

I would strongly urge you to grant $75,000 of funding for the 7th Judicial Circuit Court (Genesee County) Legal Resource Center. The community needs this resource.

Thank you.

Sincerely,

Duncan M. Beagle (Ret)

Judge Duncan M. Beagle, (ret.)
Advisory Board Member, Legal Resource Center
President, Genesee County Bar Foundation

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315 E. COURT STREET, FLINT, MI 48502
PHONE (810) 232-6000
FAX (810) 232-8310
WWW.GCBALAW.ORG

Executive Director
Tatilia Y. Burroughs

July 11, 2024

State Court Administrative Office
Hall of Justice
925 West Ottawa Street
Lansing, Michigan 48915

Dear Sir/Madam:

I am writing to express my support for the 7th Judicial Circuit Court's application to the State Court Administrative Office's Legal Self-Help Centers Grant Program. As the Executive Director of the Genesee County Bar Association (GCBA), I understand the essential role legal Self-Help Centers play in bridging the justice gap and providing access to legal resources and guidance for individuals navigating the legal system independently.

The GCBA is committed to promoting public understanding of the law and improving access to justice within our community. We wholeheartedly endorse expanding the legal Self-Help Center located within the 7th Judicial Circuit Courthouse, which serves as a valuable resource for individuals seeking assistance with basic legal matters and court procedures.

The GCBA pledges to promote the Self-Help Center within the Genesee County community, assist in identifying community needs, and support the evaluation of the Center's programs and services. We are also prepared to mobilize volunteer attorneys to provide education and outreach to visitors at the Self-Help Center, empowering them to advocate more effectively for themselves within the legal system.

I urge the State Court Administrative Office to approve the 7th Judicial Circuit Court's application for funding for the Court’s Self-Help Center, as this initiative aligns with our shared mission of promoting equitable access to justice and fostering legal empowerment within our community.

If you need any further information or clarification regarding our support for this initiative, please do not hesitate to contact me at (810) 232-6000, extension 101 or via email at tyb@gcbalaw.org.

I appreciate your consideration of this matter.

Sincerely,

Tatilia Y. Burroughs

Tatilia Burroughs, Executive Director