# Contract / Leases / Agreements / Grants
## Form

| | | | | | |
|---|---|---|---|---|---|
| **This is** | New | X | Renewal | | Filling this out on a computer? Please type an **X** into the appropriate box. |
| **This is a Grant** | Yes | X | No | | If you marked **YES** this needs to go through **Grant Review**. |
| **This is an** | Agreement____ Contract X Lease ____ Other ____: | | | | |
| **Name of Entity who Contract / Lease / Agreement / Grant is with** | michigan State Police | | | | |
| **Project Name** | 25NCHIP - New Livescan Device | | | | |
| **Attorney Review** | All Contracts / Leases / Agreements / Grants must have Attorney Review and approval through the Commissioner's Office. | | | | |
| **Insurance Review** | All Contracts / Leases / Agreements / Grants must have appropriate insurance coverage per the attached list. It is the Department Heads responsibility to make sure that all requirements are met and listed on the insurance certificate. | | | | |
| **Total Amount** | $ $16988.00 | | | | |
| **Organization Match** | $ $16988.00 | | | | |
| **County Match** | $ Ø | | | | |

**I have reviewed and approved this Contract / Lease / Agreement / Grant and attached appropriate insurance:**

| | |
|---|---|
| [signature] | 8/26/2026 |
| **The Department Head Requesting** | **Date Signed** |

***GRANT REVIEW COMMITTEE APPROVAL:***

| | | | |
|---|---|---|---|
| **County Clerk:** [signature] | **Date Signed:** 9/4/26 | **I am requesting a meeting** | |
| **County Treasurer:** Cindy Cebula | **Date Signed:** 9-4-26 | **I am requesting a meeting** | |
| **Finance Chairman:** | **Date Signed:** | **I am requesting a meeting** | |
| **County Administrator:** Jesse Cramer | **Date Signed:** 9/4/26 | **I am requesting a meeting** | |

Please do NOT mark below this line

**INTEROFFICE USE ONLY**

| | |
|---|---|
| **Date Received:** | **Date Sent for Attorney Review:** |
| **Attorney Approval Received:** | **Insurance Received:** |

ALPENA COUNTY SHERIFF'S OFFICE
Sheriff Erik W. Smith Undersheriff Cash J. Kroll
4900 M32 W, Alpena, Michigan 49707
Phone (989) 354-9830 Fax (989) 340-1008 www.alpenasheriff.com

August 26, 2026

Attn: Grant Review Committee
Alpena County Courthouse
720 W Chisholm St
Alpena, MI 49707

RE: Livescan Palm Print Reader for Bailiff's Office at District Court

Dear Grant Review Committee:

The Michigan State Police have received notification that they will be able to award our office with $16,988.00 to purchase a new livescan device to place in the Bailiff's Office at District Court. One of the greatest challenges we face now are people receiving appearance tickets and not coming to jail. When this happens, they don't get fingerprinted. This holds up the court process because without the arrest fingerprints to start the criminal history, the court has nowhere to put the final court disposition in LEIN, the Law Enforcement Information Network. This results in the court issuing an "order for fingerprints" and often, individuals are not prompt in getting fingerprinted. This results in new warrants for compliance. We are hoping that having a livescan device in the Bailiff's Office at the 88th District Courthouse will reduce this strain on the judicial system and expedite fingerprint compliance.

We are looking to purchase the device in January 2027. The device comes with a one year warranty that is good for one year from the date of install. Effective 2028, we will have an annual maintenance fee of $3,495.00 on this device.

There is no county match with this device. Michigan State Police will cover the entire cost and installation of the machine. The only county cost will be the annual maintenance fee of $3,495.00 to begin in 2028.

Sincerely,

Erik W. Smith
Sheriff

**IDNetworks**
IDENTIFICATION TECHNOLOGIES

# Sales Quotation

**February 3, 2026**

| QUOTE #: 26-0203-07 | | BILL TO: | SHIP TO: | |
|---|---|---|---|---|
| **ID Networks, Inc.** | **Company** | | **Company** | |
| **7720 Jefferson Road** | **Contact** | | **Contact** | |
| **Ashtabula, Ohio 44004** | **Address** | Kat Tomaszewski<br>Administrative Assistant<br>Alpena County Sheriff's Office<br>4900 M32 W<br>Alpena, MI 49707<br>tomaszewskik@alpenacounty.org | **Address** | |
| **Phone** 800-982-0751 | | | | |
| **Fax** 440-992-1109 | **Phone** | | **Phone** | |
| **E-mail** jwheelock@idnetworks.com | **Fax** | | **Fax** | |
| **Rep Name** John Wheelock | **Email** | | **E-mail** | |
| **Web Site** www.idnetworks.com | **Website** | | **Method** | |

| Item | Reference | Description | Qty | Unit Price | Extended Price |
|---|---|---|---|---|---|
| 1 | LiveScan System - Palm | ID Networks Criminal Desktop Palmprint LiveScan System (includes LSCAN 500 Palm Scanner, WIN11 Desktop PC, Mug Shot Camera, FBI Approved Printer & Remote Installation and Training) | 1 | $15,995 | $15,995 |
| Optional Items - NOT INCLUDED IN BASE SYSTEM | | | | | |
| 2 | Supply Kit | L SCAN 500 Silicone Supply Kit - 5 Pack | 1 | 298 | $298 |
| 3 | Interface | LiveScan Interface with JailTracker (data push to LiveScan meeting our standard XML interface specs) | 1 | 495 | $495 |

**Pricing:** ☑ State Contract Number:260000000123

**Sales Tax:** ☐ Non Exempt ☑ Exempt

**Payment Terms:**

☐ Net Terms

| | |
|---|---|
| **Subtotal:** | $16,788 |
| Sales Tax: | |
| Shipping: | 200 |
| Other: | |
| **TOTAL:** | **$16,988** |

**Annual Maintenance:**

Reoccurring Annual Maintenance per year – $3,495

**Customer Approval:** ______________________________ ______________________________

**Name** **Title** **Signature** **Date**

**PO #:** ______________________________

# National Criminal History Improvement Program (NCHIP)
# Federal Civil Rights Compliance Checklist

| **I. Subrecipient's Information** | | | | |
|---|---|---|---|---|
| 1. Agency Name & Grant Number<br>Alpena County Sheriff's Office 15PBJS-25-GK-02265-NCHI | | | 2. Date<br>9/1/2026 | |
| 3. Address<br>4900 M32 W | | 4. City<br>Alpena | 5. State<br>MI | 6. ZIP Code<br>49707 |

**II. Civil Rights Compliance List**

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

☐ Yes ☒ No

**If yes, on what date did the subrecipient prepare the EEOP? __/__/____**

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

☐ **Yes- submitted an EEOP Short Form**
☐ **Yes- submitted a certification**
☒ **No**

**If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?**
__/__/____

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

**Comments:**

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

**Comments:**

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

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

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

   a. **Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination based on a disability in employment practices and the delivery of services.** ☐ **Yes** ☐ **No**

   b. **Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G.** ☐ **Yes** ☐ **No**

   c. **Notified participants, beneficiaries, employees, applicants, and others that the subrecipient does not discriminate based on disability.** ☐ **Yes** ☐ **No**

**Comments:**

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

   a. **Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination based on sex.** ☐ **Yes** ☐ **No**

   b. **Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.** ☐ **Yes** ☐ **No**

# National Criminal History Improvement Program (NCHIP)
# Federal Civil Rights Compliance Checklist

c. Notified applicants for admission and employment, employees, students, parents, and others that the subrecipient does not discriminate based on sex in its educational programs or activities. ☐ Yes ☐ No

Comments:

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

Comments:

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

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

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

Comments:

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

a. Provide services to everyone regardless of religion or religious belief. ☐ Yes ☐ No

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally funded activities. ☐ Yes ☐ No

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally funded programs. ☐ Yes ☐ No

## V. Certification

I certify all statements in this Civil Rights Compliance Checklist, including all requested supplemental information, are true, complete, and accurate to the best of my knowledge. I understand failure to submit any required documentation may result in the termination of the grant. I understand this grant may be terminated if the Michigan State Police concludes I am not in compliance with the conditions and provisions required by the contract covering this grant or have falsified any information. By way of signature, I agree with all the conditions of this grant program.

| | |
|---|---|
| Agency's Authorized Official | Date<br>9-1-26 |
| Printed Name of Authorized Official<br>Erik Smith | Title of Authorized Official or Financial Officer<br>Sheriff |

**2025 National Criminal History Improvement Program**

**GRANT CONTRACT**

hereinafter referred to as the "Agreement"

between

**Michigan Department of State Police**

hereinafter referred to as the "Department"

and

**Alpena County Sheriff's Office**

**4900 M32 West**

**Alpena, Michigan 49707**

**UEI: JSLNL2VMUN55**

hereinafter referred to as the "Contractor"

**MSP Project Number**: **25NCHIP_02**

## I. Period of Agreement:

This Agreement shall commence on **July 1, 2026,** and continue through **June 30, 2029.**

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

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

## II. Funding Source and Agreement Amount:

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

A. Including federal funds and required local match, the total amount of this Agreement is $16,988.
B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed $16,988.
C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.554.
D. The CFDA Title is National Criminal History Improvement Program.
E. The federal agency name is Department of Justice.
F. The federal grant award number is 15PBJS-25-GK-02265-NCHI.
G. The federal program title is National Criminal History Improvement Program.

## III. Grant Summary:

This program furthers the Department of Justice mission to reduce violent crime and address gun violence by improving the accuracy, utility, and interstate accessibility of criminal history and related records in support of national record systems and their use for name and fingerprint based criminal history background checks.

## IV. Statement of Work:

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

## V. Project Timeline:

The Contractor agrees to undertake, perform, and complete the services between July 1, 2026, and June 30, 2029. The contract must be fully executed before undertaking, performing, and/or completing services. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment in writing.

## VI. Program Budget:

The agreed upon Program Budget for this Agreement is $16,988. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment in writing.

Budget deviation allowances are not permitted.

## VII. Amendments:

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

## VIII. Contractor Responsibilities:

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

A. **Publication Rights:**

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

   *This project is supported by the National Criminal History Improvement Program, 15PBJS-25-GK-02265-NCHI., awarded by the Bureau of Justice Statistics, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or MSP.*

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

2. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials as well as to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

3. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be reviewed by the Department prior to reproduction and use of such materials.

B. **Reporting Responsibilities:**

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

C. **Financial Reporting Requirements:**

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

1. **Reimbursement Method/Mechanism:**

   a. All Contractors must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Department of Technology, Management and Budget's website at https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService.

   b. This Agreement is reimbursement only. Contractor must document expenditures paid by local sources before requesting reimbursement from the Department.

   c. Reimbursement from the Department is based upon the understanding Department funds will be paid up to the total Department allocation as agreed upon in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

   d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund the Department any funds not authorized for use under this Agreement.

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

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

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

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

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

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

   Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

   When applicable, GCSD-208A, Program Income Reports must be filled out and submitted to the Department quarterly.

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

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

   a. **Single Audit**:
   Contractors that expend $1,000,000 or more in federal funds in a fiscal year after October 1, 2024, must submit a Single Audit conducted in accordance with § 200.514– except when it elects to have a program-specific audit conducted in accordance with paragraph (c) or (d). Single Audits should be prepared and consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

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

      Michigan State Police
      Grants and Community Services Division

Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, MI 48909-0634

c. **Penalty:**

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

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

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

D. **Equipment Purchases and Title:**
Any Contractor equipment purchases on or after October 1, 2024, supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (Attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of $10,000 or more per unit. Title to items having a unit acquisition cost of less than $10,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

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

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

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

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

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

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

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

1. **Subcontracts:**
Assure for any subcontracted service, activity, or product:

a. That the Contractor will submit copies of all executed subcontracts to the Department within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter in a legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.

b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.

c. That any executed subcontract to this Agreement shall require the subrecipient to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.

d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
   i. Contains additional non-conflicting provisions not set forth in this Agreement.
   ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
   iii. Requires the subrecipient to perform duties and/or services in less time than that afforded the Contractor in this Agreement.

e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.

f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subrecipients must submit requests for reimbursement to the Department in a timely manner such that the Department can include these requests on the proper month's FSR. **Subrecipients must be paid within 30 days of receipt of reimbursement by the Contractor.**

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

I. **Software Compliance**:
The Contractor must ensure software compliance and compatibility with the Department's data systems for

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

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

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

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

## X. Department Contract Manager/Administrator of the Agreement:
The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

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

Telephone: (517) 284-3205
Fax: (517) 284-3217
Email: beckern@michigan.gov

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

A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with this Agreement terms; otherwise, termination by the Department may occur.

B. Failure of the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.

C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.

D. Filing false certification in this Agreement or other report or document.

E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.

F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor or an owner is convicted of any activity referenced in Section VIII (K) of this Agreement during the term of this Agreement or any extension thereof.

## XII. Final Reporting Upon Termination:
Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous

payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

## XIII. Severability:

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

## XIV. Liability:

A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subrecipient, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

B. All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department) or employees as provided by statute or court decisions.

C. In the event liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department) or their employees, respectively, as provided by statute or court decisions.

## XV. Equal Employment Opportunity Requirements:

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

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

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

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

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

## XVI. Special Conditions:

A. This Agreement is valid upon approval and execution by the Department.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.

D. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

E. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 15PBJS-25-GK-02265-NCHI are agreed to by the Contractor, including Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted, and supplemented by DOJ in 2 CFR Part 2800. A copy of award 15PBJS-25-GK-02265-NCHI is included as an attachment for reference.

## XVII. Certifications and Assurances:

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

A. **Certifications:**
The Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 2 CFR 200.450, "New Restrictions on Lobbying,", 2 CFR part 180"Government-wide Debarment and Suspension (Non-procurement)," and 1 CFR part 182, "Government-wide Requirements for Drug-Free Workplace (Grants)."

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

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

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

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

C. **Debarment, Suspension and Other Responsibility Matters (Direct Recipient):**
Pursuant to Executive Order 12549 and 12689, 2 CFR part 180, OMB GUIDELINES TO AGENCIES ON GOVERNMENTWIDE DEBARMENT AND SUSPENSION.

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

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

   c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

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

   e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. **Federal Taxes:**

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpcompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. **Drug-Free Workplace:**

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 1 CFR part 182, the Contractor certifies that it will provide a drug-free workplace by:

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

   b. Establishing an on-going drug-free awareness program to inform employees about:
      i. The dangers of drug abuse in the workplace;
      ii. The Contractor's policy of maintaining a drug-free workplace;
      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.

   d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
      i. Abide by the terms of the statement; and,

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

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

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

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

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

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

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

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to

confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

6. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

7. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

8. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

9. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

10. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

G. **Non-Supplanting:**

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

This means that if your agency plans to:

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

2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date and maintain documentation showing the date(s) that the positions were laid off and rehired.

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

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

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

ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

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

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subrecipient, as appropriate under this Agreement.

2. The Contractor must require the subrecipient not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.

3. The Contractor must only use the protected health data and information for the purposes of this Agreement.

4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.

5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.

7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

**XVII. Unallowable Expenses and Activities:**

- Costs in applying for this grant (consultants, grant writers, etc.).
- Any expenses incurred prior to the date of this Agreement.
- Any expenses fully covered by other sources (federal, state, local, or private).
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect cost rates or indirect administrative expense (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Hazard pay.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel unless prior written approval by the Department is received.
- Promotional items unless prior approval by the Department is received.
- One-time events, prizes, entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior written approval by the Department is received.
- Honorariums.
- Contributions, incentives, and donations.
- Management or administrative training, conferences, unless prior written approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.

- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior written approval by the Department is received.
- Compensation to federal employees.
- Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft, including unmanned aerial systems, commonly referred to as UAS or drones.
- Construction costs and/or renovation, including remodeling.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards or buy money.
- Expert witness fees.
- K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
- Weapons, including tasers and any supplies for weapons.
- Food, refreshments, and snacks

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

**XVIII. Conditions on Expenses:**

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

Individual consultant fees are limited to $81.25 per hour or $650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed $650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

**XIX. Conflict of Interest:**

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

**XX. State of Michigan Agreement:**

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

**XXI. Compliance with Applicable Laws:**

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

**XXII. Special Certification:**

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

**XXIII. Contractor Signature:**

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

| Contractor Name of Authorized Official | Title of Authorized Official |
|---|---|
| Signature | Date |
| Department Name of Authorized Official<br>Nancy Becker Bennett | Title of Authorized Official<br>Division Director |
| Signature | Date |

GCSD-208A
MICHIGAN STATE POLICE
Grants & Community Services Division

# NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM
# PROGRAM INCOME WAIVER

| Grantee | MSP Project Number |
|---|---|
| Alpena County Sheriff's Office | 25NCHIP_02 |

## 1. DEFINITIONS:

A. "**Program Income**" means gross income earned by the grantee during the funding period as a direct result of the project. Federal funds received through the grant are **NOT** considered to be program income.

B. **"Direct Result"** means a specific act or set of activities which are directly attributable to grant funds and directly related to the goals and objectives of the project.

**If your grant project will NOT earn income, place a checkmark in the box below, complete the certifications and refer to the instruction page for proper submission to our office.**

☒ We (the Project Director and Financial Officer), by placing a checkmark within this box, hereby certify that the above-referenced grant does not earn income that can be defined as program income. We have placed our signatures below as certification of such.

## 2. CERTIFICATIONS:

| Project Director Name | Project Director Signature | Date |
|---|---|---|
| Erik Smith | | 08/26/2026 |
| Financial Officer Name | Financial Officer Signature | Date |
| | | |

## 3. SUBMISSION OF PROGRAM INCOME WAIVER:

This form must be received by the Grants & Community Services Division within 30 Days of acceptance of the grant agreement. This form can be emailed to Larsenc4@michigan.gov.

**AUTHORITY:** 1935 PA 59, as amended.

**COMPLIANCE:** Voluntary, however, grant funds will be withheld if not returned within 30 days of