



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, November 17, 2021 beginning at 4:00 p.m. in the Commissioners' Room of the Historic Courthouse in Cadillac, MI, 49601.

PUBLIC PARTICIPATION

The meeting can be attended in person or by any one of the following three ways:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 749 610 4141#
- **By Computer:** Go to the Zoom Web Site (zoom.us). Click on "Join a Meeting." Join using Meeting ID 749 610 4141.
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 749 610 4141.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
 - 1. Weadock and Associates (*Jim Blackburn & Drew Polak*)
- H. PUBLIC COMMENTS

The Board welcomes all public input.

I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

- 1. Approval of the November 3, 2021, Regular Meeting Minutes 1

J. AGENDA ITEMS

1.	Health Insurance Rates for 20225.....	5
2.	POAM-Non 312 Collective Bargaining Agreement.....	6
3.	MiSAIL Agreement (Executive 11/9/21).....	7
4.	MIDC Agreement 2022 (Finance 11/10/21).....	13
5.	EMPG Agreement (Finance 11/10/21)	26
6.	Wex Dehumidifier – Ice Arena (Finance 11/10/21).....	56
7.	Budget Amendment(s) (Finance 11/10/21).....	67

K. ADMINISTRATOR'S REPORT

L. CORRESPONDENCE

M. PUBLIC COMMENTS

N. LIAISON REPORTS

O. BOARD COMMENTS

P. CHAIR COMMENTS

Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, November 3, 2021

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

Roll Call: Present- Commissioners Joseph Hurlburt, Mike Musta, Ben Townsend, Mike Bengelink, Michael Bush, Julie Theobald (via zoom), Gary Taylor, Judy Nichols.

Absent- Brian Potter

Pledge of Allegiance.

Additions/Deletions to the Agenda

Add: J.7 Sheriffs Department Scholarship, J.8 Quilts

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Bush to approve the agenda.

All in favor.

Employee Recognition- Lt. Richard Denison, 30 Years of Service with the Sheriffs Department. Lt. Denison was not there in person but will be given his award.

Presentation and Reports- *None.*

Public Comment-

Mary Hallett from Manton. She wanted the Board to know about a 3.7 acre parcel in Manton that does not currently have water available on it. She said that the woman who owns it recently became widowed and has been trying to sell it but because there is not water available, it makes it difficult. She mentioned a couple of contacts she had made within the county and prices she had been quoted to make water available there, but the amounts were too much for owner. Ms. Hallett is wondering where else she can turn. A Comm told Ms. Hallett to get with the County Administrator and see if this issue can be added to an Executive Committee meeting agenda.

Consent Agenda

1. Approval of the October 20, 2021 Regular Meeting Minutes

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

All in favor.

Agenda Items

1. MEI Special Consideration Request

MOTION by Comm Musta, seconded by Comm Nichols to approve the request for special consideration for the MEI additional compensation of \$100.

Roll Call: Motion passed 8-0.

2. Council on Aging 2022 Budget

MOTION by Comm Bengelink, seconded by Comm Bush to approve the 2022 Council on Aging budget.

A Comm asked if the budget numbers included wages paid to staff? A representative from the Council indicated that yes, they did, and they would be happy to provide a detailed breakdown if necessary.

Roll Call: Motion passed 8-0.

3. Catholic Human Services MOU

MOTION by Comm Bengelink, seconded by Comm Bush to approve the Catholic Human Services MOU, and to authorize the Chairman to sign the agreement.

Roll Call: Motion passed 8-0

4. ARPA Consult Proposal

MOTION by Comm Nichols, seconded by Comm Musta to approve the Maner Costerisan proposal at a not-to-exceed amount of \$5000.00

Roll Call: Motion passed 8-0.

5. Building Department Vehicle Purchase

MOTION by Comm Hurlburt, seconded by Comm Musta to ratify the emergency purchase of a 2021 Ford F-150 for the Building Department, which includes trading in the 2007 Chevy Silverado.

Roll Call: Motion passed 8-0.

6. Budget Amendments

MOTION by Comm Musta, seconded by Comm Bush to approve the revised budget amendment dated 11/03/2021.

11/3/2021

G.3.

**Wexford County Board of Commissioners
Amendments to the 2021 Budget**

Adj #	Acct	Acct Description	Revenue	Expense	
20211101	249.000.699.00	Appropriated Fund Balance	\$1,550		a.
	249.000.726.00	Postage		\$ 350	
	249.000.851.00	Cellular Phones		\$ 200	
	249.000.932.00	Vehicle Maint & Operation		\$ 1,000	
	To allow for expenses for the year remaining				
20211102	101.101.699.00	Appropriated Fund Balance	\$ 4,000		b.
	101.168.809.01	Circuit Court Witness/Fees & Travel		\$ 4,000	
	An unusual amount of travel/witness fees				

Roll Call: Motion passed 8-0

7. Sheriff's Department Scholarship

MOTION by Comm Bengelink, seconded by Comm Bush to approve two Deputy Scholarships for the Sheriff's Department.

Roll Call: Motion passed 8-0.

8. Quilts

MOTION by Comm Bengelink, seconded by Comm Musta to remove the quilts from the Commissioners Room and return them back to the Historical Society.

A Comm asked why this motion wasn't brought to a Building and Recreation meeting? A Comm mentioned that the motion was made and they have been trying for some time to have the quilts removed.

Roll Call: Motion passed 7-1 with Comm Hurlburt voting against.

Administrator's Report-

Administrator Koch gave an update on next years health insurance options, said the numbers are not looking too bad right now. She also mentioned the Corrections Union contract is now in the hands of our legal counsel and she hopes to have it approved at the next Board meeting. Administrator Koch wanted to thank Ashley Hackert, Clerks Office and Kristy Nottingham, County Treasurer, for their help purchasing the Building Department truck. Also mentioned was the DNR Recreation Passport Grant, the documentation for reimbursement is being finalized and with the help of Travis from Emergency Management and his drone skills, we can get some photographs of our roof-top HVAC units which is one of the requirements.

Correspondence- none

Public Comments- none

Liaison Reports-

Comm Nichols mentioned she was a District Health Department #10 meeting last week and they discussed a lot of dental options available for children. She also mentioned that the Director, Kevin Hughes will be receiving a raise and that he is very deserving for the work that he does.

Board Comments-

Comm Bengelink gave a quote from Will Rogers.

Chairman's Comments-

Comm Taylor thanked everyone for coming.

Adjourn

MOTION by Comm Hurlburt, seconded by Comm Bengelink to adjourn at 4:15 p.m.

All in favor.

Gary Taylor, Chairperson

Melanie Danforth, Chief Deputy Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 17, 2021
SUBJECT: Health Insurance Renewal Rates

SUMMARY OF ITEM TO BE PRESENTED:

Representatives from Weadock & Associates met with the County Administrator and the Human Resources Director to discuss the 2022 health insurance renewal rates. A 5% increase in health insurance costs was included in the 2022 budget.

Jim Blackburn and Drew Polak from Weadock & Associates are scheduled to present information regarding the County's health insurance costs.

RECOMMENDATION:

Administration recommends maintaining the current health insurance plans if the cost increase is acceptable to the Board of Commissioners.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: BOC
FOR MEETING DATE: NOVEMBER 17, 2021
SUBJECT: POAM Non-312 Collective Bargaining Agreement (CBA)

SUMMARY OF ITEM TO BE PRESENTED:

The CBA for the POAM Non-312 includes Corrections, Animal Control and Administrative Assistants in the Sheriff's Office.

Legal counsel is presenting the ratification summary to the union's business agent. If the union approves the ratification summary before the November 17 board meeting, the summary will be provided to the commissioners for consideration at the meeting, along with a resolution prepared by legal counsel.

RECOMMENDATION:

If the TA and Resolution arrive for board approval, approve the tentative agreement through the resolution.



Wexford County

Request for Board of Commissioner Action

J.3.

Committee: Executive Committee
Committee Meeting Date: November 9th, 2021
BOC Meeting Date: November 17th, 2021
Department: Equalization / GIS
Submitted by: Joe Porterfield Equalization Director
Subject: State of Michigan purchase of Aerial Imagery

Action Request:

We would like to have the board chair sign a contract with the State of Michigan for the purchase of our newly acquired aerial imagery.

Financial Information:

They are offering to pay \$21.41 per square mile which works out to approximately \$12,000.00

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

Policy dictates that if the price deviates from our normal fee schedule we need to go to committee.

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

As soon as possible

List of Attachments:

- Contract

Michigan Statewide Authoritative Imagery and LiDAR Program (MiSAIL)

State of Michigan and Partner Agreement

Agreement to establish the cost, ownership, licensing, and restrictions on the purchase and use of digital orthoimagery data and LiDAR data (referred in this document as “Data”) collected by the **[Partner name here]** (“Partner”) for the State of Michigan (“State”) as part of the Partner’s collection efforts during 2021, per the specifications defined in the Partner’s Contract **[Contract number/name here]** (“Contract”). Partners may include, but are not limited to, State, Local and Federal Government entities. Data to be created and delivered to State is defined in the attached *Exhibit A - Product Schedule*.

A copy of the Partner’s Contract is available online at:

[\[Contract Link\]](#)

This agreement is entered-into between Partner and State signing as of the effective date identified below.

1. LICENSE AND RESTRICTIONS

The Partner hereby assigns ownership, including all right, title and interest, subject to the license and restrictions set forth below, of the Data to State upon the Partner’s receipt of full payment for the services requested by State, as set forth in Section 2. Notwithstanding this assignment, the Partner retains for itself, and State otherwise grants to the Partner in consideration of the Partner’s assignment, a fully-paid-up, royalty free, non-exclusive, unlimited, irrevocable license to use the Data throughout the World consistent with the purposes, rights and restrictions of the Contract and other applicable laws.

2. AGREEMENT TO PAY THE PARTNER

State agrees to the following:

- (i) Area of Interest (AOI) for which Data is to be acquired is defined by **[AOI Shapefile name here]**
- (ii) Define acquisition options per *Exhibit A – Product Schedule*
Cost per square mile = \$21.41
Total cost = \$
- (iii) Payment Schedule
 - a. State must remit to Partner total cost due within 45 days after State’s receipt of final deliverables and invoice

3. INVOICE CONTACT

Provide the contact information for the person to receive the invoice from the Partner.

Invoice contact for State	Mailing address	Email	Phone
Everett Root	111 S Capitol Ave. Lansing, MI 48933	roote@michigan.gov	517-335-7180

4. STATE STIPULATIONS

See attached *Exhibit B – State Stipulations*.

5. PRODUCT SCHEDULE CONTACT

This agreement includes standard and optional product deliverables as detailed in the Partner's product specifications documents.

Product Schedule Contacts designated per signature is the authority to complete attached *Exhibit A – Product Schedule* and be the point of contact for Partner for all inquiries and decisions regarding listed deliverables and items identified in *Exhibit B – State Stipulations*.

Product Schedule contact for State	Email	Phone
Everett Root	roote@michigan.gov	517-335-7180

Product Schedule contact for Partner	Email	Phone

Please complete, sign, and return to:
DTMB - Center for Shared Solutions
Attn: Everett Root
Romney building – 10th floor
111 S. Capitol Ave.
Lansing, MI 48933
517-335-3741
roote@michigan.gov

State Name *
Signature *
Printed Name *
Printed Title *
Signature Date *

Partner Name *
Signature *
Printed Name *
Printed Title *
Signature Date *

EXHIBIT A PRODUCT SCHEDULE

Products to be Delivered:

Project boundary shapefile	<i>Political_Bdy</i>	None
Communities to be acquired	<i>Wexford County and all Twps, Cities, and Villages within</i>	None
Square Mileage from boundary shapefile	576 Square Miles	Tiles to be delivered defined by project boundary shapefile
IMAGERY		
Coordinate System	MI State Plane (appropriate zone), North American Datum 1983(2011), International feet	[comment]
Resolution	6", 3"	3" around City of Cadillac only, the rest of the county is all in 6"

**EXHIBIT B
STATE STIPULATIONS**

Stipulations	Comments
State will participate in the QA/QC process and will evaluate deliverables based on Partner Contract requirements	Not Applicable
Partner will participate in the imagery for GIS data exchange program by signing the Intergovernmental Agreement (IGA) and providing the GIS data as available (addresses, parcels, and roads)	
Partner will provide a copy of imagery collected by the Partner in previous years that the State does not already have for inclusion into the State imagery service, the Michigan Imagery Solution (MIS)	Partner: Please enter years of previous imagery to deliver to the State:
The near-infrared band will be included as a deliverable	
The MiSAIL tiling grid will be used for State's copy of the deliverables	Not Applicable
Partner will receive from the State: <ol style="list-style-type: none"> 1. Funding (\$21.41 per square mile) 2. Copy of most recent MiSAIL imagery if not already in Partner's possession and access to the MIS as detailed in the IGA 	

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 17, 2021
SUBJECT: MIDC Grant FY22

SUMMARY OF ITEM TO BE PRESENTED:

The Michigan Indigent Defense Commission (MIDC), Fiscal Year 22 Grant agreement is presented for consideration. The grant cycle runs with the State fiscal year, October 1 through September 30.

For FY 2022, the State's funding is \$990,701.02. The local share for FY22 is \$145,464.88, which is shared by Wexford and Missaukee Counties, and is a reduction of \$1,293.66 from FY21.

RECOMMENDATION:

The Finance Committee recommends the B.O.C. approve the grant.

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
Wexford County

GRANTEE/ADDRESS:

Name: Gary Taylor
Title: Chair, Board of County Commissioners
Address: 437 E. Division Street, Cadillac, MI 49601
Phone: (231) 779-9453

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
611 W. Ottawa St.
Lansing, MI 48933
(517) 657-3060

GRANT PERIOD:

From: 10/01/2021 to 09/30/2022

TOTAL AUTHORIZED BUDGET: \$1,136,165.90

State Grant Contribution:	\$990,701.02
Local Share Contribution:	\$145,464.88

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0048507

GRANT

This is Grant # 2022-66 between the Michigan Indigent Defense Commission (Grantor), and Wexford County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the minimum standards approved by LARA on May 22, 2017 and October 29, 2020, and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically Standards 1 through 5. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
 - 2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
 - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$990,701.02 (Nine Hundred Ninety Thousand Seven Hundred One and 02/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2021 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing the 2nd and 3rd disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2022

25% disbursement – April 15, 2022

25% disbursement – July 15, 2022 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/21–12/31/21 – January 31, 2022

2nd FSR and compliance report for 1/1/22-3/31/22 – April 30, 2022

3rd FSR and compliance report for 4/1/22-6/30/22 – July 31, 2022

Final FSR and compliance report for 7/1/22-9/30/22 – October 31, 2022

1.5 Monitoring and Reporting Program Performance

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with Standards 1-5, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

2.8 Competitive Bidding

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (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 the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan 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 grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

5.0 Severability

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

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature:

,

Date:

Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Signature:

,

Date:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Signature:

Representative: ,

Date:

Funding Unit: Wexford County

GRANT NO. 2022-66

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 17, 2021
SUBJECT: EMPG Grant

SUMMARY OF ITEM TO BE PRESENTED:

An additional EMPG grant through the American Rescue Plan Act is attached for consideration. Emergency Manager, Travis Baker, is requesting approval.

RECOMMENDATION:

The Finance Committee suggests the full board approve the grant agreement.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

November 5, 2021

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2021 Emergency Management Performance Grants American Rescue Plan Act (EMPG ARPA) 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 Commander of the Emergency Management and Homeland Security Division, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2021 EMPG ARPA Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than January 4, 2021**. 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
Deputy State Director of Emergency Management

SUBRECIPIENT CHECKLIST

FY 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANTS AMERICAN RESCUE PLAN ACT (EMPG ARPA) GRANT AGREEMENT

CFDA No: 97.042

Email the following items to: LounsberryP@michigan.gov

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

- ☐ 1. Grant Agreement
 - ☐ 2. FY 2021 EMPG ARPA Supplemental Match Certification
 - ☐ 3. Subrecipient Risk Assessment Certification
 - ☐ 4. Standard Assurances
 - ☐ 5. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - ☐ 6. Audit Certification (EMD-053)
 - ☐ 7. 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 audit copy to: Michigan Department of State Police, Grants and Community Services Division, PO Box 30634, Lansing, Michigan 48909.**

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 County of Wexford	GRANT NAME Emergency Management Performance Grants American Rescue Plan Act	CFDA NUMBER 97.042
SUBRECIPIENT IRS/VENDOR NUMBER 38-6007337	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) EMC-2021-EP-00006	FEDERAL AWARD DATE 9/02/2021
SUBRECIPIENT DUNS NUMBER 072584741	SUBAWARD PERFORMANCE PERIOD FROM 10/1/2020 TO 9/30/2021	
RESEARCH & DEVELOPMENT N/A	Funding	Total
	Federal Funds Obligated by this Action	\$8,692
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$8,692
	Total Amount of Federal Award Committed	\$8,692
FEDERAL AWARD PROJECT DESCRIPTION 2021 Emergency Management Performance Grants American Rescue Plan Act		
DETAILS The 2021 EMPG ARPA allocation is 17.13% 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 AWARING AGENCY Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd floor Washington, D.C. 20472-3645		PASS-THROUGH ENTITY (RECIPIENT) NAME Michigan State Police Emergency Management and Homeland Security Division P.O. Box 30634 Lansing, MI 48909

State of Michigan FY 2021 Emergency Management Performance Grants American Rescue Plan Act Grant Agreement

October 1, 2020 to September 30, 2021

CFDA Number: 97.042 Grant Number: EMC-2021-EP-00006

This Fiscal Year (FY) 2021 Emergency Management Performance Grants American Rescue Plan Act (EMPG ARPA) 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 WEXFORD (hereinafter called the Subrecipient)

I. Purpose

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

The FY 2021 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 2021 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 2021 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2021 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2021 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2021*, (Pub. L. No. 116-260).

The Subrecipient agrees to comply with all FY 2021 EMPG program requirements in accordance with the FY 2021 EMPG NOFO, and the 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 2021 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2021 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

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

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

III. Award Amount and Restrictions

- A. The **County of Wexford** is awarded **\$8,692** or 17.13% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2021 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2021 EMPG covers eligible costs from October 1, 2020 to September 30, 2021. 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, and up to 5% of the total allocation may be utilized for other allowable organization costs.** 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 2021 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 Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2021 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

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

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

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

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2021 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2021 Emergency Management Performance Grants*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208),
- C. The subrecipient shall not use FY 2021 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification
 - 2. Standard Assurances
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 4. Audit Certification (EMD-053)
 - 5. Request for Taxpayer Identification Number and Certification (W-9)
 - 6. Other documents that may be required by federal or state officials
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2021 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 is able to 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 (TEP). This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) 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 2021 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 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 Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.
- Q. 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/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific 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 13347.

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 2021 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 2021 EMPG Work Agreement/Quarterly Report (EMHSD-31). A copy of the FY 2021 EMPG Work Agreement can be obtained via email at EMD_HSGP@michigan.gov.
- 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 and Homeland Security 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 2021 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 2021 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 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 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, 2020 to September 30, 2021. 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 thirty (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 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 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 (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.

Subrecipient Name

Subrecipient's DUNS Number

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

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



November 5, 2021

Signature

Date

FY 2021 EMPG ARPA Supplemental Match Certification

The American Rescue Plan Act of 2021 (ARPA) was signed into law on March 11, 2021, to provide approximately \$350 billion in additional federal funding for state and local governments to aid in the recovery from budgetary, economic, and financial impacts of the COVID-19 pandemic. The Emergency Management Performance Grant (EMPG) Program was one of the federal grant programs that received additional, non-recurring funding through the ARPA. The Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) has committed additional funds received through ARPA to the local emergency management programs that support Michigan residents. The supplemental allocations have been calculated based on the fiscal year 2021 EMPG local allocations and the budget details submitted by each program.

The initial allocation under the standard EMPG 21 grant program was 32.86920% of the total local emergency management coordinator payroll costs submitted to MSP/EMHSD. With this one-time, additional funding, each EMPG funded local emergency management program will receive supplemental funding to bring the 2021 percentage to 50%. This ARPA supplemental award under EMPG 21 has the same requirements as the standard EMPG program with a 50% cost match requirement (cash or in-kind) as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Public Law 93-288), as amended, 42 USC 5121-5207. Specifically, Title VI, sections 611(j) and 614. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

To ensure the local match requirement of 50% is met, the amended percentage of 50% has been applied to the initial EMPG 2021 allocation. The supplemental amount that your local program will receive is the difference between the initial allocation at 32.86920% and 50%. A table detailing this calculation follows. This is one-time funding provided by the ARPA law and all future allocations will be based on funding made available to the state in future awards and will not be based on or in comparison to this percentage.

County of Wexford

Original Funding Allocation at 32.86920%	\$16,678
Supplemental ARPA Awarded Allocation at 17.1308%	\$8,692
Total Awarded Funds for FY 21 EMPG at 50%	\$25,370

Signature below and acceptance of the grant agreement certifies 50% of local EMPG funded emergency coordinators salary and fringe costs are local general funds, are not from federal funds, and have not been used as a match for any other federal grant program.

Printed Name

Title

Signature

Date

If the supplemental funding cannot be matched, please email LounsberryP@michigan.gov and CC RichmondK@michigan.gov proposing a reduced percentage for the ARPA allocation.



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:	DUNS #:
Questions		
<ol style="list-style-type: none"> 1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency? <input type="checkbox"/> No grants <input type="checkbox"/> 1-3 grants <input type="checkbox"/> 4-5 grants <input type="checkbox"/> 6+ grants 2. What percentage of your grant management staff has fewer than 2 years of grant experience? <input type="checkbox"/> 0-25% of staff <input type="checkbox"/> 26-50% of staff <input type="checkbox"/> 51-75% of staff <input type="checkbox"/> 76-100% of staff 3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years? <input type="checkbox"/> Yes <input type="checkbox"/> 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.) <input type="checkbox"/> Never Audited or No <input type="checkbox"/> Unsupported costs (lack of documentation) <input type="checkbox"/> Unreasonable use of funds <input type="checkbox"/> Questioned costs or required to return funds 5. Does your agency have staff primarily dedicated (>50%) to grants management activities? <input type="checkbox"/> Yes <input type="checkbox"/> No 		
Certification		
<i>I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.</i>		
Authorized Representative Signature:	Date:	
Authorized Representative Printed Name:	Title:	
Point of Contact Printed Name:	Title:	Email:



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

Date



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

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** submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

I. Program Information			
Program Name		CFDA Number	
II. Subrecipient Information			
Subrecipient Name			
Street Address		City	State ZIP Code
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: _____ to _____.			
<input type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative			Date

Submit audit report to:

Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

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

Michigan State Police
Emergency Management and Homeland Security Division
P.O. Box 30634
Lansing, Michigan 48909

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

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 ►	Date ►
-----------	----------------------------	--------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Agreement Articles Applicable to Subrecipients Fiscal Year 2020 Emergency Management Performance Grants

Article I - Activities Conducted Abroad

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

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

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

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

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (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 IV - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in 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 V - Debarment and Suspension

Subrecipients 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 3000. 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 VI - 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 VII - 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 VIII - Duplication of Benefits

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

Article IX - Copyright

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

Article X - Civil Rights Act of 1968

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

Article XI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect 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 personally identifiable information (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 XII - 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 (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-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Article XIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, 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 the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

Article XIV - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the Recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XV - Patents and Intellectual Property Rights

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

Article XVI - DHS Specific 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. 1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Subrecipients must give DHS access to, and the right 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, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials 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 XVII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (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 XVIII - Terrorist Financing

Subrecipients 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. Subrecipients are legally responsible to ensure compliance with the Order and laws.

Article XIX - 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. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) 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 DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XXI - Acknowledgement of Federal Funding from 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 XXII - 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, 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 XXIII - 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 XXIV - 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 XXV - 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. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

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

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

Article XXVIII - 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 XXIX - 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 (CEQ) Regulations for Implementing the Procedural Provisions of 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 XXX - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

Article XXXI - 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 XXXII - Non-Supplanting Requirement

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

Article XXXIII - Drug-Free Workplace Regulations

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

Article XXXIV - 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 XXXVI - 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 XXXVII - Whistleblower Protection Act

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

Article XXXVIII - 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 XXXIX - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from 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 XL - 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 Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XLI - 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.

**BOON SPORTS MANAGEMENT
P.O. 1064
Cadillac, Michigan 49601**

Janet Koch
Wexford County Administrator
jkoch@wexfordcounty.org

Dear Janet,

I am following up to our conversations related to projects eligible for Covid Recovery Funds. Boon Sports Management (BSM) recommends funding the following projects related to maintenance and expansion of the Civic Center facilities:

1. **Dehumidifier for the ice arena.** This is a most critical need for the Wex at the moment. The dehumidifier not only takes moisture out of the air, preventing rust and potential damage to the steel structure, but also is a major component of the air quality within the arena. As you may know, notwithstanding the efficiency of the propane fueled zamboni, there are still some emissions. The dehumidifier acts as an air exchanger, pushing indoor air out and bringing in fresh air from outside. As well, for events with large crowds, the dehumidifier work in keeping the air fresh is even more important.

If the dehumidifier is clearly an eligible project as it appears to me, BSM would ask that it be sent to the finance committee as soon as possible. The dehumidifier is not working at all at this time. We are waiting for a cost proposal to keep it running but parts may not even be available. BSM would not want to spend its limited resources for a project that the Recovery Funds can cover.

BSM received a rough cost estimate to replace the dehumidifier back in 2019. I have attached it to this letter. We expect the cost of replacement to now be in the \$150,000 cost range.

2. **Parking Lot.** The parking adjacent to the facility is deteriorating at a rapid pace. Money to repair the parking lot has not been available. The cost will likely exceed \$250,000.
3. **Roofs for both the ice arena and auditorium.** The auditorium roof is well beyond its life and the ice arena is approaching the end of its life. These were both items of concern noted in the facilities audit BSM obtained in 2017.
4. **Expansion of the Wex.** The chiller system for the ice arena has capacity to make ice for two rinks. The sport of curling is enjoying extraordinary popularity, especially in

Northern Michigan. The Wex has the capacity to make ice for a curling rink expansion to the Wex. For the modest cost of a basic building expansion to house curling, the County could have a preeminent recreation facility. This type of project is transformational and supports both public health and general economic impacts, like hospitality, travel and tourism.

Thank you for your consideration. It is the hope of BSM that immediate consideration be given the first of the proposals above.

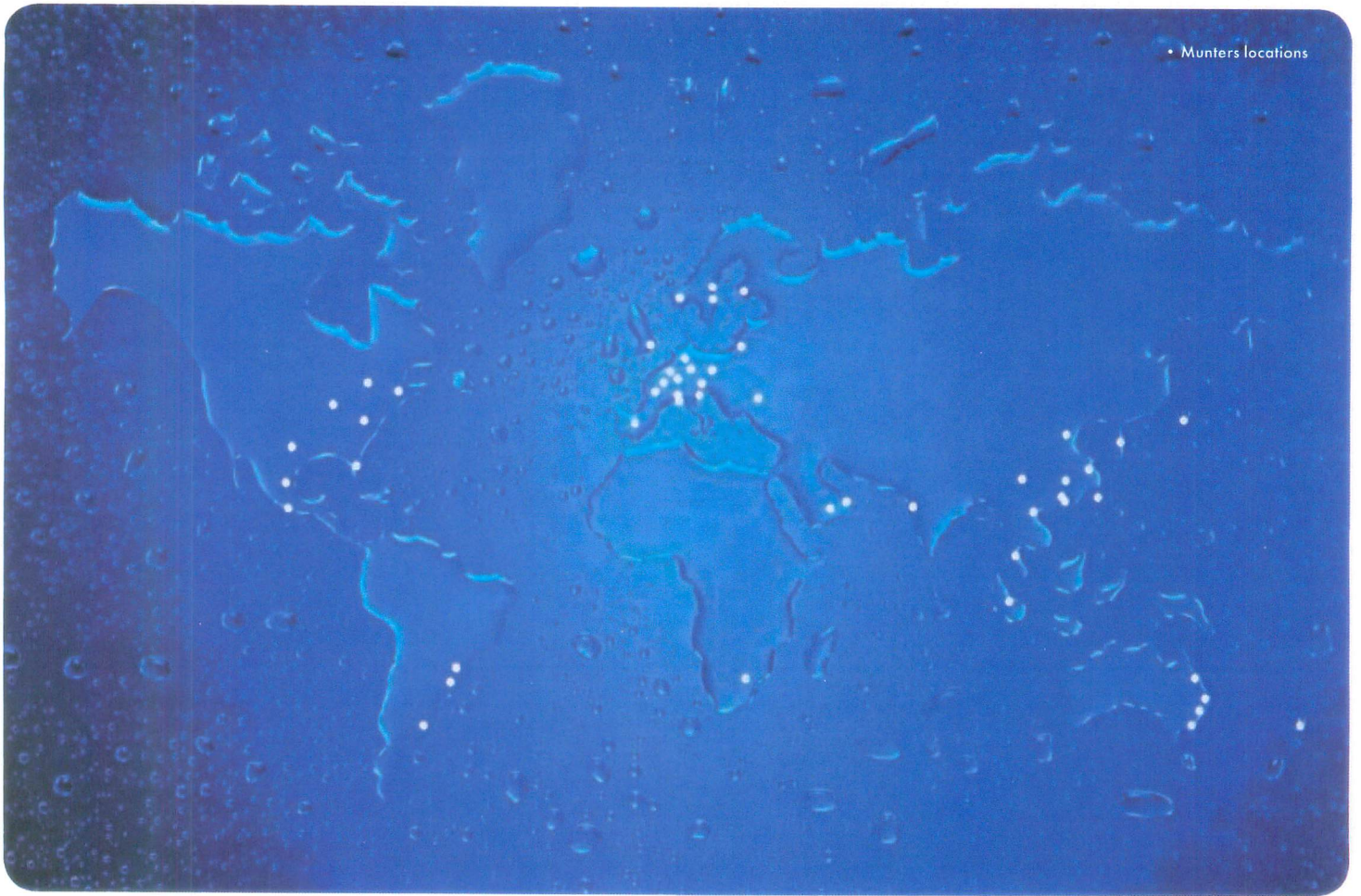
Dated: November 1, 2021

Sincerely,

Michael A. Figliomeni
on behalf of Boon Sports Management



Design, construct and operate to control
indoor humidity in ice rinks

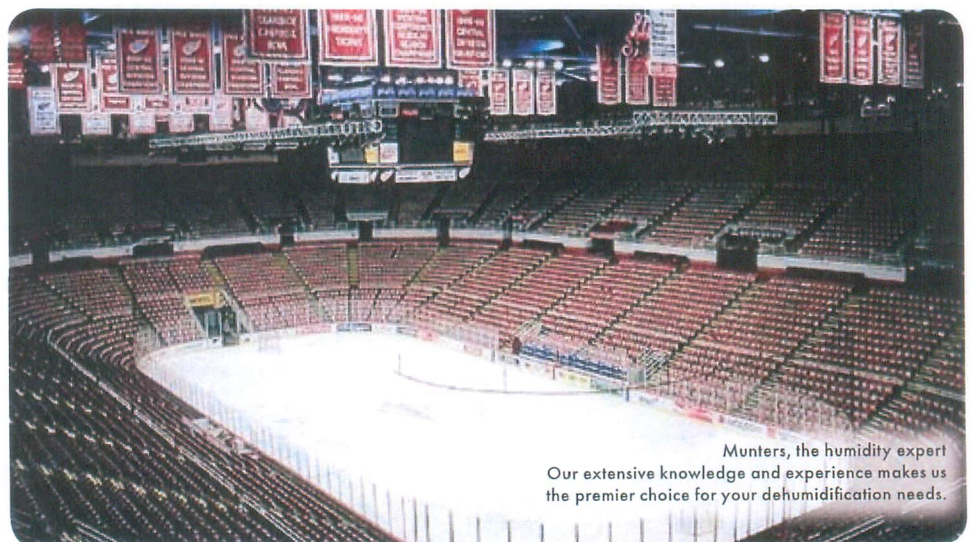


Munters is the world leader in dehumidification

Munters is the largest manufacturer of dehumidifiers in the world. Since developing the first desiccant dehumidifier in the 1930's, Munters has provided dehumidifiers to over 1,500 ice rinks and arenas. Munters is a NHL preferred supplier for desiccant dehumidifiers. Our long history and extensive expertise in ice arena dehumidification makes us the premier choice for your dehumidification needs.

Ice rinks experience a multitude of issues associated with the control of the air conditions in the space. These issues are primarily associated with humidity in the air and include: fog, condensation, drips, "mushrooms", mildew stains, peeling paint, rust and corrosion, and poor ice quality. In addition to these issues, operators may incur increased operating cost, more resurfacing operation, and reduced rentable ice time if the humidity is not properly controlled in a rink. By utilizing a desiccant dehumidifier to efficiently provide low humidity conditions, operators can eliminate the issues associated with poor air conditions in ice rinks.

Munters offers a variety of systems in several different sizes and configurations to meet the customer's needs.



Munters, the humidity expert
Our extensive knowledge and experience makes us
the premier choice for your dehumidification needs.

Building design

The three most important elements when designing an ice rink facility are the envelope, ice sheet and air dehumidification. Provided are some basic suggestions the owner and architect should consider before the HVAC engineer sizes and selects equipment. Refer to the ASHRAE Humidity Control Design Guide for additional guidance.

- Design a tight building enclosure
- Vapor barrier goes on outside of insulation regardless of building location
- Low-e (emissivity) ceilings help reduce the load on the ice sheet;
- Avoid window installation on the west exposure of building where solar load is greatest
- Provide people access through a vestibule with airlock to reduce infiltration
- Consider location and access of the resurfacing machine to minimize outdoor air leakage



HVAC system design

Calculating the dehumidification load and outside air (OA) quantity is the first step in sizing the HVAC system for an ice rink. Since the ice sheet typically provides the entire cooling requirement (approx 30 to 50 tons of cooling effect), the HVAC systems primary function in an ice rink is to dehumidify.

The outside air (OA) is the largest dehumidification load for the rink. Outside air is brought into the space to dilute contaminants and maintain IAQ requirements. It is most effective to dehumidify or treat the OA before it enters the building and to use dew point sensor control, not relative humidity control. In addition, by incorporating CO and CO₂ sensors or an occupied/unoccupied mode time clock the facility will be able to reduce and monitor the amount of OA being delivered to the space.

Since ice rinks require a large outside air quantity and the differential between space condition and outside air condition can be

extreme, energy recovery is often a good enhancement to the dehumidifier. An enthalpy wheel can be added to dehumidification equipment to lower the work required by the active desiccant dehumidification portion of the equipment and provide substantially lower operating costs.

Once the equipment has been selected, it needs to be positioned and ductwork sized and arranged. Air distribution is generally routed around the rink, but care should be taken so that supply air does not discharge on to the ice surface as sublimation or melting of the ice is possible. High supply parallel to the floor has worked well with the return at floor level and close to the unit.

Units mounted inside require condensation control for specific ductwork system to avoid moisture problems. Outside air duct should be positively drained and insulated to minimize and control condensation inside the ductwork in the summer. Reactivation ductwork for desiccant

systems should be treated the same as outside air ductwork.

A reoccurring mistake in facilities with multiple sheets is to utilize common return ductwork from all ice sheets. Supply and return ductwork should be designed so that individual ice sheets can be isolated when they are taken offline for nonuse periods or maintenance. High return conditions will overload the capacity of the dehumidification equipment if return from an offline sheet is allowed to recirculate through the dehumidifier.





Space conditions

The majority of ice rinks in the United States operate at 35°F dewpoint with 55° to 65°F temperature.

A 35°F dewpoint minimizes the humidity impact on the ice and the rink facility. The 55° to 65°F temperature is low enough to provide for efficient ice plant operation without being too cold for skaters and spectators.

Get to the point ... the dewpoint.

Controlling the rink conditions at a low dewpoint benefit the rink occupants, the rink facility, and the rink owners and operators.

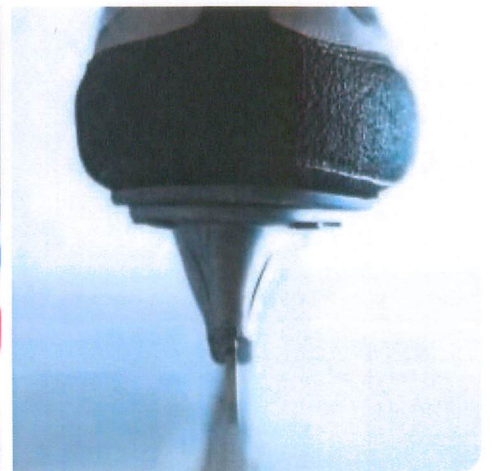
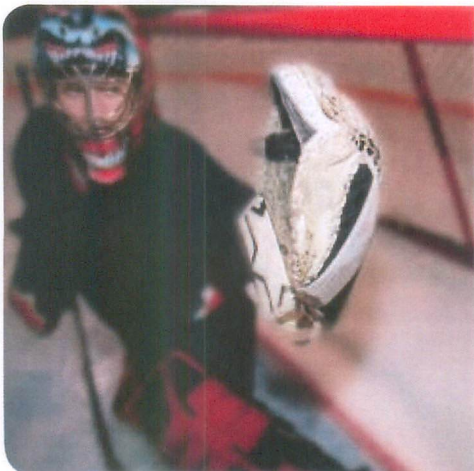
Risks associated with high humidity, such as sight obstructing fog and uneven, frosty ice surfaces can cause physical harm to the skaters. In addition to safety hazards, excess moisture in areas such as locker rooms encourages mold growth and bacteria, which impacts IAQ and

occupant health. Providing a low dewpoint minimizes the opportunity for risks associated with high humidity and poor IAQ.

High humidity in the space also increases condensation on the building structure and components, which can lead to rust, corrosion, and decrease the building longevity. In addition, the efficiency of the ice making refrigeration plant suffers due to the increased costs to

eliminate the water vapor on the ice surface.

Dehumidifying the rink to a low dewpoint creates significant benefits by enabling the rink to extend the season and operate efficiently in all climates. By increasing the amount of days the rink operates, the rink can achieve greater profitability.





To select a dehumidifier

Use the worksheet and formulas below to calculate the total moisture load of your ice arena.

1. What is the building size? _____
total size (ft²)

2. Maximum occupancy of building? _____

3. How much outside air (OACFM) is needed? See **A**

$$\frac{\text{spectator area (cfm)}}{\text{play area (cfm)}} + \frac{\text{play area (cfm)}}{\text{play area (cfm)}} = \text{outside air (cfm)}$$

4. Using ASHRAE design dewpoint conditions*, determine the outside air grains.

5. Calculate the delta grains. See **B**

$$\frac{\text{outside air grains}}{\text{(Answer from question 4)}} - \frac{\text{indoor space grains**}}{\text{indoor space grains**}} = \Delta \text{ grains}$$

6. Calculate your building's infiltration leak rate? See **C** _____
(lbs/hr)

7. Calculate the people load. See **D** _____
(lbs/hr)

8. Calculate the total moisture load (lbs/hr) of the building. See **E, F, A, B**

$$\frac{\text{internal load (lbs/hr)}}{\text{internal load (lbs/hr)}} + \frac{\text{oa load (lbs/hr)}}{\text{oa load (lbs/hr)}} = \text{total moisture load}$$

Using the total moisture load, refer to the product dehumidification capacity charts on page 5 and 6 to estimate a suitable equipment size for your arena.

Formulas and conversions

A OACFM = Ventilation Air Quantity (cfm)
* Sports arena (play area) = 0.30 cfm/ft²
* Spectator area = 0.06 cfm/ft² + 7.5 cfm/person

B Δ Grains = difference in absolute humidity of the outside air and the indoor space (gr/lb)

C Infiltration	Leak Rate
Tight	0.1 cfm/ft ²
Average	0.3 cfm/ft ²
Loose	0.6 cfm/ft ²

Convert cfm into lbs/hr using following formula:
lbs/hr = 0.000643 x CFM x Δ Grains
CFM = Leak Rate X building size (in number 1)

D People Load (per person)	lbs/hr
Seated at rest	0.10
Seated, light work	0.20
Moderate Dancing	0.52
Light Exercise	0.83
Medium Athletic Activity	0.92
Athletics	1.04

E Internal Load (lbs/hr) = Infiltration + People Load

F OA Load (lbs/hr) = humidity load of outside air
* lbs/hr = 0.000643 x OACFM x Δ Grains

* Refer to the "ASHRAE Handbook 2013 Fundamentals" for these conditions

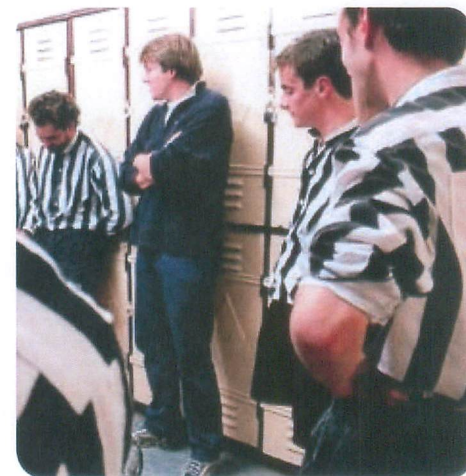
** NHL suggests indoor arena conditions be held at a 35°F dewpoint or 30 grains

Locker rooms are the forgotten space

Frequently air is blown into locker rooms from the rink, or exhaust fans are used to migrate air from the rink to the locker rooms. "Rink air" is very expensive to produce and it is not encouraged to release that cool, low dewpoint air for distribution to other areas of the arena. It is more cost efficient to install smaller, separate systems to condition the locker rooms and other common areas.

The building load differs greatly depending on the type of occupancy and the quantity of

people in any specific area during that time. For example, after a game a large quantity of people typically crowd the locker room with increased metabolisms and raised temperatures. This type of swing occupancy in a space needs a dedicated system to efficiently control the space conditions and provide healthy IAQ for occupants. If designed properly, the system will contribute to the total building energy savings by cycling off exhaust fans when the space is not occupied to minimize operating costs.



FreeDry™

Product description

FreeDry™ combines advanced low temperature desiccant technology with refrigeration based technology. Utilizing the benefit of both technologies provides a dehumidifier that can provide and maintain low dewpoint in the space at very low operating cost. In addition, the FreeDry™ system provides lower leaving temperature in the summer to minimize the load on the ice sheet.

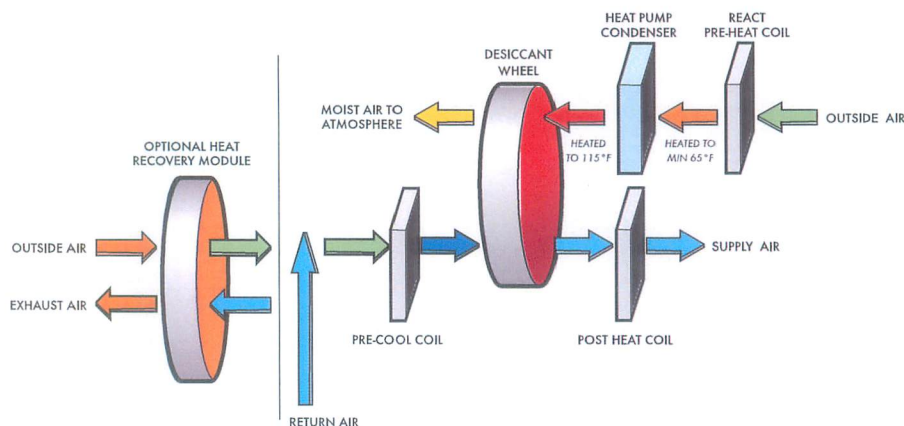


The FreeDry™ system uses the condenser side of a heat pump circuit to reactivate a desiccant dehumidification wheel. The efficiency of this cycle provides an extremely efficient reactivation input.

The evaporator side of the circuit can be used to provide cooling to the supply air in higher ambient conditions or is rejected to the condenser water loop for the refrigeration plant to lower the heat rejection requirements of the condenser loop. The precooling will be packaged DX built into the unit or a fluid coil as an option.

The system can be sized to handle the outdoor air requirement of the facility and can provide modulating or demand control ventilation. In non ice event mode the system can provide cooling and heating to maintain human comfort space conditions.

FreeDry™ airflow & schematic



Features and benefits

- Advanced low-temperature regenerated desiccant wheel
- Utilizes waste-heat from refrigeration compressors to regenerate the desiccant wheel
- Dual heat-pump and desiccant technology for unsurpassed efficiency
- Liquid or Packaged DX pre-cooling coil
- Waste-heat from ice rink refrigeration compressors for winter space heating
- Variable Frequency Drives for optimum performance
- Microprocessor controls with available BMS interface
- Foam injected 2" double wall casing
- Optional heat recovery module available for LEED certification

FreeDry™ capacity chart

Airflow CFM	Performance 0% Fresh Air ¹			Performance 100% Fresh Air ¹			Dimensions L x W x H	Weight Pounds
	Energy Input ²	Moisture Removal	Supply Air ⁴	Energy Input ³	Moisture Removal	Supply Air ⁴		
6,000	7.0 kW	54 lbs/hr	68°F	22.1 kW	231 lbs/hr	77°F	203 x 96 x 71	6,300
8,000	9.4 kW	68 lbs/hr	69°F	29.5 kW	324 lbs/hr	75°F	203 x 96 x 86	8,500
12,000	14.1 kW	108 lbs/hr	68°F	44.2 kW	462 lbs/hr	77°F	371 x 126 x 102	16,000
16,000	18.8 kW	136 lbs/hr	69°F	59.0 kW	648 lbs/hr	75°F	402 x 126 x 102	18,000

(1) Return Air Conditions = 55°F, 32 gr/lb / Fresh Air Conditions = 80°F, 120 gr/lb

(2) Heat Pump Compressor Only

(3) Heat Pump Compressor & Pre-Cool Energy

(4) Supply Air Temperature Indicated in Dehumidification Mode

IceAire™ Desiccant

Product description

The IceAire™ dehumidifier is installed in more ice rink applications than any other dehumidifier. It provides a low cost, low maintenance dehumidifier for the low humidity levels associated with ice rinks. It utilizes a direct fired gas burner or steam to reactivate a desiccant wheel. This allows the air stream to be dried to extremely low levels to provide maximum capacity.



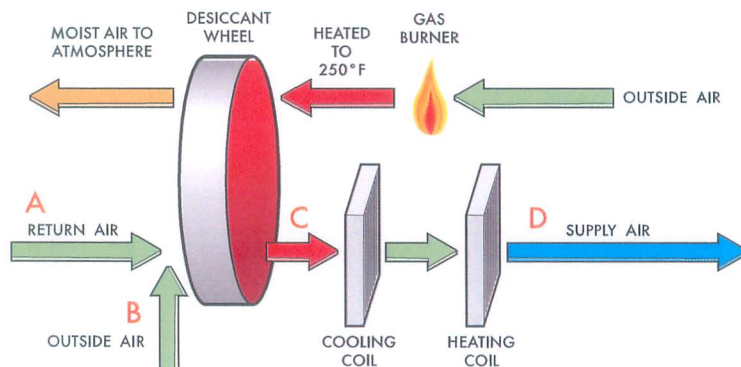
The system can be configured with optional energy recovery wheel, cooling coils, heating coils and burners, and packaged dx condensing sections. It can be configured to handle up to 100% outside air and can modulate the outside air quantity.

The high temperature reactivation allows for the delivery of supply air conditions as low as 10°F dewpoint.

The simple direct fired burner reactivation and slow turning desiccant wheel (0.1 RPM) provide a very simple, very reliable dehumidification system.

This low leaving air condition provides extremely large capacity in a small airflow and cabinet size.

IceAire™ DDS airflow & schematic



Features and benefits

- Foam injected 2" double wall casing
- High temperature desiccant cycle for low leaving dewpoints
- Optional DDC microprocessor controls
- Option for modulating outside air
- ETL listed
- Optional energy recovery wheel for high outside air applications
- Packaged DX, split system or chilled water options

State Point	No Outside Air			With Outside Air		
	CFM	°F	gr/lb	CFM	°F	gr/lb
A Outside Air	0	75	70	2,500	95	120
B Return Air	10,000	55	30	7,500	55	30
C Post Desiccant Wheel	10,000	83	4	10,000	100	17
D Supply Air	10,000	55	4	10,000	60	17

IceAire™ desiccant capacity chart

Unit	OA	Maximum CFM Return	Total	Dehumid lbs./hr.*	Dimensions LxWxH	Weight Pounds
DDS 20	12,000	12,000	12,000	250	219 x 80 x 70	6,500
DDS 30	24,000	24,000	24,000	300	219 x 96 x 101	8,500
DDS 40	36,000	36,000	36,000	550	280 x 134 x 101	10,500

*At 100% OA (95F and 120 gr/lb)



Munters is a global leader in energy efficient air treatment solutions.

Munters manufactures engineered products that can economically control humidity and temperature, provide energy recovery, and/or utilize direct or indirect evaporative cooling for comfort, process and environmental protection.

With permanent or temporary solutions, Munters offers a wide variety of options to meet specific climate, application and budget requirements.

Munters has net sales approaching \$1 billion USD with more than 20 manufacturing facilities across the globe and sales offices in over 30 countries.

Munters employs approximately 4,300 people worldwide.

For more information see www.munters.us

Australia Munters Pty Limited, Phone +61 2 6025 6422, Fax +61 2 6025 8266, **Austria** via sales organization in Germany, **Brazil** Munters Brasil Industria e Comercio Ltda, Phone +55 41 3317 5050, Fax +55 41 3317 5070, **Canada** Munters Canada Inc., Phone +1 416 271 9657, **China** Munters Air Treatment Equipment (Beijing) Co., Ltd., Phone +86 10 80 481 121, Fax +86 10 80 483 493, **Denmark** via sales organization in Sweden, **Finland** Munters Oy, Phone +358 9 83 86 030, Fax +358 9 83 86 0336, **France** Munters France S.A., Phone +33 1 34 11 57 50, Fax +33 1 34 11 57 51, **Germany** Munters Euroform GmbH, Phone +49 241 89 00 0, Fax +49 241 89 00 5199, **Indonesia** Munters, Phone +62 21 9105446-7, Fax +62 21 5310509, **Italy** Munters Italy S.p.A., Phone +39 0183-52 11, Fax +39 0183-521 333, **Japan** Munters K.K., Phone +81 3 5970 0021, Fax +81 3 5970 3197, **Kingdom of Saudi Arabia** and **Middle East** **Hawa** Munters, c/o Hawa United Cooling Syst. Co. Ltd., Phone +966 1 477 15 14, Fax +966 1 476 09 36, **Korea** Munters Korea Co., Ltd, Phone +82 2 761 8701, Fax +82 2 761 8777, **Mexico** Munters Mexico Phone +52 722 270 40 30, Fax +52 722 270 41 95, **Norway** via sales organization in Sweden, **South Africa and Sub-Sahara Countries** Munters (Pty) Ltd, Phone +27 11 997 2000, Fax +27 11 608 3501, **Spain** Munters Spain S.A., Phone +34 91-640 09 02, Fax +34 91-640 11 32, **Sweden** Munters Europe AB, Phone +46 8 626 63 00, Fax +46 8 754 56 66, **Switzerland** via sales organization in Germany, **Thailand** Munters (Thailand) Co. Ltd., Phone +66 2 645 2708-12, Fax +66 2 645 2710, **United Kingdom** Munters Ltd, Phone +44 845 644 3980, Fax +44 845 644 3981, **United States** Munters Corporation, Phone +1 800 843 5360, **Export & other countries** Munters, Phone +46 8 626 63 00, Fax +46 8 754 56 66.



Munters

Your closest distributor

Munters Corporation

Tel: (800) 843-5360 Email: dhinfo@munters.com www.munters.us

1st Choice Heating & Cooling, Inc.

Brian@1stchoicehc.com
8147 Islandview Drive
Newaygo, MI 49337

QUOTE

DATE QUOTE ...
9/29/2019 2103Q

NAME / ADDRESS

Wexford Civic Center
Attn:Mike H.
101-199 E 13th St.
Cadillac, Mich. 49601

PROJECT

Dehumidification

QTY	DESCRIPTION	COST	TOTAL
1	CDI BDHO-148-7.5hp outdoor mounted dehumidification unit for the Wex Ice Arena new unit is set for 7500 cfm to help shoulder the tough humidity months. Note a 5000 cfm will work and you can deduct 6,000.00 from this price if the smaller unit is desired. Current unit is at 2500 cfm. Unit is a BDHO-142 =5000cfm unit.	67,172.00	67,172.00
1	Job ductwork to provide new supply and return to new unit with duct sock to run down both sides of the ice. New gas line for new unit for direct fired burner in the unit.	21,565.00	21,565.00
1	Labor to install new dehumidification unit for the ice arena. New ductwork and socks to provide supply runs down both sides of the ice arena. New gas line to unit and proper disposal of the old unit. Electrical to new unit to be done by Wex Electrician.	15,850.00	15,850.00

NOTE:Current unit does not satisfy the ICM code that does require O/A purge for indoor air contaminates. 400 Spectator seats x 7.5 SCFM = 3000 cfm, 17500 Sqft of Ice Sheet x.18SCFM/sqft=1400sCFM

WARRANTY is (2) two years parts and labor.

NOTE: Labor is figured on regular Monday-Friday working hours of 7 AM - 5 PM. Work performed before/after these hours or on weekends or holidays is subject to our current overtime rate.

QUOTE GOOD FOR 60 DAYS

TOTAL \$104,587.00

1ST Choice Representative Signature _____

Customer Approved Signature _____

PO Number: ____NO _____Yes

11/17/2021

J.7.

**Wexford County Board of Commissioners
Amendments to the 2021 Budget**

Adj #	Acct	Acct Description	Revenue	Expense	
20211101	101.290.677.00	Misc Income	\$3,443		a.
	101.290.727.02	Copy Supplies		\$ 3,443	
		Charge back to Dept. for paper useage			