



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

Mike Musta, Chair

NOTICE OF MEETING

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Wednesday, October 26, 2022, beginning at 4:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE OCTOBER 13, 2022, REGULAR MEETING MINUTES 1
- F. PUBLIC COMMENTS
The Committee welcomes all public input.
- G. AGENDA ITEMS
 - 1. Approval of the Claims (*A. Nyman, County Clerk*)
 - 2. Year – to – Date Revenue & Expense Reports
 - a. General Ledger 5
 - b. Special Funds..... 7
 - 3. COA Budget 2023 8
 - 4. FY2022 MSP EMPG 11
 - 5. Treasurer's Dog Licensing Fee 41
 - 6. MIDC Grant Agreement 50
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY
FINANCE & APPROPRIATIONS COMMITTEE MEETING
 REGULAR MEETING MINUTES
 October 13, 2022

The Finance and Appropriations Committee regular meeting was called to order by Chair Michael Musta at 4:00 p.m. in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Chair; Brian Potter, Gary Taylor, and Julie Theobald
 Members Absent: None.
 Also Present: Duane Alworden, Central Dispatch Director; Jami Bigger, Deputy County Administrator/HR Director; Megan Kujawa, Sr. Exec Admin Assistant; Kristi Nottingham, Treasurer; Joe Porterfield, County Administrator/ Equalization Director; Mistine Stark, Community Corrections Manager; and Sheriff Trent Taylor.

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: *G.6. MERS Employee Contribution Corrections, G.7. FY2023 P.A. 511 Community Corrections Grant Agreement, and G.8. DHHS Discussion*

APPROVAL OF THE AGENDA

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

APPROVAL OF THE MINUTES

A motion was made by Comm. Taylor and supported by Comm. Potter to approve the September 28, 2022 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Approval of Claims

A motion was made by Comm. Potter and supported by Comm. Theobald to approve paying the bills in the amount of \$145,341.41. A vote was called, all in favor. Motion passed, 4-0.

G.2. Ease Benefit Administration System Agreement

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve the agreement of mutual understanding with Benefit Profiles Inc. A vote was called, all in favor. Motion passed 4-0.

Ms. Bigger, Deputy County Administrator, informed the committee that Mr. Polak, from Weadock and Associates stated that the original quote was for \$3,000.00 annually, but he was able to get the County a discounted rate for \$1,300.00 annually.

G.3. Catholic Human Services MOU

A motion was made by Comm. Taylor and supported by Comm. Theobald to forward a recommendation to the full board to approve the MOU with Catholic Human Services. A vote was called, all in favor. Motion passed 4-0.

G.4. Central Dispatch Vehicle Purchase Discussion

Mr. Alworden, Central Dispatch Director, informed the committee that Central Dispatch has been working with Administration on their budget and they are finally moving forward with creating a trailer that they can take to events for educational purposes and they have the trailer but need a vehicle to pull the trailer. He has looked into working with MiDeal, but there is a 1-2 year delay in getting a new vehicle. There is a 2020 GMC pickup at the local dealership that was a lease trade-in with 40,000 miles, it fits the needs of what he is looking for. He worked with Administration to send a letter of intent to purchase. This truck would come out of Central Dispatch's 2022 Budget, he does not need any supplemental funding from the General Fund.

A motion was made by Comm. Taylor and supported by Comm. Theobald to forward a recommendation to the full board to approve the purchase of the 2020 GMC pickup, with payment to come from Central Dispatch 2022 Budget. A vote was called, all in favor. Motion passed 4-0.

G.5. Sheriff's Department Vehicle Purchase Discussion

Sheriff Taylor, informed the committee a vehicle was originally ordered in 2021 and approved for 2021 but it just now arrived at the lot to be outfitted with the equipment. In the past they would pay for the vehicle after it has been delivered; however, with change over at the dealership they are now required to pay for the vehicle before it is outfitted and delivered. Sheriff Taylor is asking the committee to forward a recommendation to the full board to approve the purchase of the vehicle from the 2022 Budget.

A motion was made by Comm. Taylor and supported by Comm. Theobald to forward a recommendation to the full board to approve the purchase of the patrol vehicle from the 2022 Budget. A vote was called, all in favor. Motion passed 4-0.

G.6. MERS Employee Contribution Corrections

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve a payment to MERS in the amount of \$6,696.79 to correct two employee contributions and match the MERS adoption agreements approved by the Board of Commissioners on October 5, 2022. A vote was called, all in favor. Motion passed 4-0.

Ms. Bigger, Deputy County Administrator, informed the committee that Madame Clerk, Ms. Nyman, who couldn't be present asked Ms. Bigger to clarify this agenda item. Ms. Bigger stated that in 2019 the Board of Commissioners voted to have a minimum contribution of 5% and there were a couple Union agreements that were not updated, and the addendums that were approved at the last Board of Commissioners meeting corrected that. This payment will correct the contributions owed to MERS.

G.7. FY2023 P.A. 511 Community Corrections Grant Agreement

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward a recommendation to the full board to approve and authorize the Chairman to sign the FY2023 Community Corrections Grant Agreement.

Chair Musta asked the committee if they had any questions for Ms. Stark, Community Corrections Manager. Comm. Potter asked if this was the same amount that was requested, Ms. Stark stated that she did request more and she always does and tries to get more and as much as she can, but this is what they were approved and awarded. Ms. Stark mentioned that the County is not bound or responsible for anything within the grant agreement and at anytime the County wants to back out of the grant that the County would be able to without any repercussions.

A vote was called, all in favor. Motion passed 4-0.

G.8. DHHS Discussion

Comm. Theobald informed the committee that she is the liaison for the Department of Health and Human Services committee which there are a total of four representatives from Wexford County and then two representatives from Missaukee County.

Comm. Theobald wanted to discuss that prior to 10 years ago Wexford County was contributing to DHHS \$10,000.00 on an annual basis that would go into a fund for if extra funds were needed in transporting kids, buying meals during transport, helping those who needed supplies for families that were fostering children, etc. The County stopped contributing when the balance of the fund became too high, which is believed to have been \$124,000. The fund is now down to \$44,000 and Comm. Theobald is proposing that the County look into contributing to this fund again.

Chair Musta stated that he would like Administration to reach out to DHHS to see past statements during this time period and see how the funds were being used and when. Along with seeing if there was an agreement at that time as to why the funding was started and why it stopped. He would also like to see what budget line this contribution was being taken out of.

Comm. Potter stated that he thought that they were State funded, and Comm. Theobald said DHHS is; however, this committee doesn't use any State funds and these funds are only used if the State funds are not available, also these funds would stay directly in Wexford County.

Chair Musta stated that he would not mind further discussion on this once there is more information available.

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Mr. Porterfield stated that they are finishing the budget to be proposed at the next Board of Commissioners meeting. The second Transition house inspection was completed; Administration and Community Corrections are waiting on getting the final report, but they do have an offer in at full price. Comm. Townsend and Comm. Potter, both forwarded him an email from the Federal Government stating that the County could qualify for more ARPA funding because of the National Forest in the County, so he will be looking into what is needed for apply for that and what the funding would need to be used for. Mr. Porterfield is moving forward on obtaining the three parcels that were approved for purchase. He has reached out to a few surveying organizations for the survey and environmental study that was suggested by legal.

Ms. Bigger informed the committee that Mr. Porterfield and herself met with Mr. Polak from Weadock and Associates to discuss the County's health insurance. They originally planned for an 8% increase, but it actually came in at 5.5% increase, also Mr. Polak found different plans for dental and vision that would have increase coverage but is cheaper than the current plans. Mr. Polak will be getting together the paperwork to provide to the Board. Ms. Bigger asked if the committee would like Mr. Polak to attend the meeting for any questions that they may have, the committee unanimously stated that Mr. Polak didn't need to be in attendance and that the provided paperwork from him would be sufficient.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Theobald and supported by Comm. Taylor to adjourn the meeting at 4:26 p.m.

Michael Musta, Chairman

Megan Kujawa, Recording Secretary

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY						
PERIOD ENDING 09/30/2022						
% Fiscal Year Completed: 74.79						
GL #	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 09/30/2022 NORM (ABNORM)	ACTIVITY FOR 09/30/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BUDGET USED
Fund 101 - GENERAL FUND						
101	COMMISSIONERS	66,822.00	54,714.37	8,078.09	12,107.63	81.88
131	CIRCUIT COURT	331,107.00	226,402.40	30,781.55	104,704.60	68.38
136	DISTRICT COURT	665,559.00	470,494.63	66,163.45	195,064.37	70.69
141	FRIEND OF THE COURT	957,135.00	707,177.31	131,655.68	249,957.69	73.88
147	JURY COMMISSION	3,700.00	3,376.43	299.32	323.57	91.25
148	PROBATE COURT	637,075.00	461,305.26	65,854.05	175,769.74	72.41
149	PROBATE COURT	0.00	2,495.48	0.00	(2,495.48)	100.00
151	PROBATION AND PAROLE	2,700.00	878.93	224.90	1,821.07	32.55
166	CIRCUIT COURT FAMILY COUNS.	68,405.00	35,330.84	6,584.58	33,074.16	51.65
168	PUBLIC DEFENDER	269,330.00	189,468.88	19,605.20	79,861.12	70.35
172	COUNTY ADMINISTRATION	221,658.00	119,820.27	13,267.75	101,837.73	54.06
191	ELECTIONS	80,600.00	18,398.67	603.71	62,201.33	22.83
215	COUNTY CLERK	345,093.00	230,888.56	31,076.52	114,204.44	66.91
225	EQUALIZATION	532,541.00	376,535.24	46,799.25	156,005.76	70.71
229	PROSECUTING ATTORNEY	732,358.00	458,932.38	58,056.98	273,425.62	62.67
230	PROS ATTNY CO-OP REIMB	57,843.00	40,619.73	7,331.15	17,223.27	70.22
236	REGISTER OF DEEDS	313,586.00	229,409.44	31,192.04	84,176.56	73.16
245	STATE SURVEY & REMONUMENTATION	46,531.00	11,700.00	0.00	34,831.00	25.14
253	COUNTY TREASURER	410,515.00	275,768.17	39,653.86	134,746.83	67.18
265	BUILDING AND GROUNDS	348,638.00	292,887.98	23,462.88	55,750.02	84.01
266	HUMAN SERVICES BLDG	81,955.00	87,447.24	7,926.45	(5,492.24)	106.70
267	HUMAN RESOURCES DEPARTMENT	82,485.00	62,917.76	8,151.87	19,567.24	76.28
268	DISTRICT HEALTH DEPARTMENT	65,200.00	54,986.75	5,141.78	10,213.25	84.34
270	JAIL - BLDG/GRDS	168,000.00	181,239.64	14,277.51	(13,239.64)	107.88
271	JAIL - BLDG/GRDS CARMEL ST	1,750.00	2,241.07	168.54	(491.07)	128.06
272	MAINT/STORAGE - BLDG/GRDS	5,850.00	3,626.76	441.73	2,223.24	62.00
275	DRAIN COMMISSION	123,532.00	37,682.93	6,016.34	85,849.07	30.50
282	DEPT OF AGRICULTURE	139,000.00	118,637.34	0.00	20,362.66	85.35
287	ARPA Direct Payment	0.00	599,195.25	40,620.00	(599,195.25)	100.00

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY - *CONTINUED*

PERIOD ENDING 09/30/2022

% Fiscal Year Completed: 74.79

GL #	DESCRIPTION	2022 AMENDED BUDGET	YTD BALANCE 09/30/2022 NORM (ABNORM)	ACTIVITY FOR 09/30/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BUDGET USED
Fund 101 - GENERAL FUND						
290	GEN SERVICES ADMINISTRATION	664,208.00	612,328.67	23,239.08	51,879.33	92.19
301	SHERIFF	2,682,899.84	1,785,851.06	278,961.72	897,048.78	66.56
302	SHERIFF COURT SECURITY	20,000.00	0.00	0.00	20,000.00	0.00
315	SECONDARY ROAD PATROL	121,969.00	84,008.24	11,528.15	37,960.76	68.88
331	MARINE	30,792.00	12,506.04	4,428.88	18,285.96	40.61
333	FEDERAL FOREST	4,000.00	0.00	0.00	4,000.00	0.00
334	SNOWMOBILE	22,939.05	22,528.72	14.37	410.33	98.21
335	ORV GRANT	30,442.00	16,443.73	2,504.08	13,998.27	54.02
351	JAIL	3,011,796.16	1,779,606.02	231,479.79	1,232,190.14	59.09
362	STATE GRANT PA 511	107,609.00	71,983.58	11,749.89	35,625.42	66.89
363	ENHANCEMENT	215,954.00	153,259.64	17,388.97	62,694.36	70.97
426	EMERGENCY MANAGEMENT	132,608.00	111,945.58	8,038.70	20,662.42	84.42
526	SANITARY LANDFILL	65,584.00	46,692.43	29,096.43	18,891.57	71.19
605	CONTAGIOUS DISEASES	700.00	315.89	0.00	384.11	45.13
648	MEDICAL EXAMINER	97,400.00	71,790.53	12,395.00	25,609.47	73.71
681	VETERANS BURIAL	9,000.00	8,400.00	1,200.00	600.00	93.33
861	FRINGE BENEFITS	0.00	12,264.61	(10,314.35)	(12,264.61)	100.00
890	CONTINGENCIES	50,000.00	0.00	0.00	50,000.00	0.00
965	TRANSFERS	1,173,772.00	931,416.06	16,794.32	242,355.94	79.35
966	APPROPRIATIONS	585,476.00	561,986.48	92,579.25	23,489.52	95.99
TOTAL REVENUES		15,786,117.05	12,425,601.79	4,395,867.36	3,360,515.26	78.71
TOTAL EXPENDITURES		15,786,117.05	11,637,906.99	1,394,519.46	4,148,210.06	73.72

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY PERIOD ENDING 09/30/2022 % Fiscal Year Completed: 74.79					
GL NUMBER	2022 AMENDED BUDGET	YTD BALANCE 09/30/2022 NORM (ABNORM)	ACTIVITY FOR 09/30/2022 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BUDGET USED
Fund 225 - ANIMAL CONTROL					
TOTAL REVENUES	262,064.00	232,974.13	1,788.35	29,089.87	88.90
TOTAL EXPENDITURES	262,064.00	181,285.98	22,353.36	80,778.02	69.18
Fund 243 - COURT SECURITY FUND:					
TOTAL REVENUES	156,170.00	100,413.20	11,466.01	55,756.80	64.30
TOTAL EXPENDITURES	156,170.00	101,842.47	14,899.76	54,327.53	65.21
Fund 249 - BUILDING INSPECTIONS DEPT.:					
TOTAL REVENUES	249,750.00	225,148.46	38,608.45	24,601.54	90.15
TOTAL EXPENDITURES	196,127.00	127,265.50	19,697.72	68,861.50	64.89
Fund 259 - INDIGENT DEFENSE FUND:					
TOTAL REVENUES	1,147,096.00	650,988.35	10.79	496,107.65	56.75
TOTAL EXPENDITURES	1,147,096.00	678,406.53	97,684.90	468,689.47	59.14
Fund 261 - 911-WIRELESS:					
TOTAL REVENUES	1,031,879.00	493,211.25	11,961.68	538,667.75	47.80
TOTAL EXPENDITURES	1,031,879.00	772,087.40	91,375.21	259,791.60	74.82
Fund 292 - CHILD CARE FUND:					
TOTAL REVENUES	518,500.00	96,098.24	16,832.71	422,401.76	18.53
TOTAL EXPENDITURES	518,500.00	293,893.46	50,062.28	224,606.54	56.68
TOTAL REVENUES - ALL FUNDS	3,365,459.00	1,798,833.63	80,667.99	1,566,625.37	53.45
TOTAL EXPENDITURES - ALL FUNDS	3,311,836.00	2,154,781.34	296,073.23	1,157,054.66	65.06

Proposed Budget for 2023

COA BOARD Finalized Budget as of 10/18/22

For the Year Ended December 31, 2023

	2022 Approved Budget	Proposed 2023 Budget
Local Revenues		
Millage	1,064,400	1,120,000
Reimbursement	0	0
Contributions	7,500	20,000
Silver Care	49,297	82,884
Senior Expo	13,100	13,100
Cost Share	76,866	227,594
Veteran's Home Care	0	2,500
MMAP/MIPPA	31,000	25,000
Veteran's Admin.	9,297	0
Advertisement	4,020	5,520
Interest	5,000	5,000
COA Foot Clinics	3,368	0
Clinic Foot Care	5,280	15,000
Other Local Revenues	500	1,000
SNAG IN/OUT Not Budgeted	500	0
Total Local Revenues	1,270,128	1,517,598
State Revenues		
AAA Medicaid Waiver	50,544	30,000
NHC Medicaid Waiver	0	18,144
AAA Care Management	76,816	70,632
DHHS	52,131	55,422
NLCMH ADC Grant	0	0
AAA ADC Grant	13,000	30,000
MOW Srvs Assmnts	5,922	7,392
Other State Revenue	100	100
Total State Revenue	198,513	211,690
Transfer from Depr. Reserve	0	55,048
Transfer from Fund Balance	74,845	187,567
1x Transfer Covid Relief Monies	250,000	
Total Revenues	1,792,986	1,971,903
Expenditures		
Program Salaries & Wages	844,342	1,064,182
Executive Wages	68,867	73,000
Social Security Tax	53,566	70,565
Medicare Tax	12,528	16,503
Unemployment Tax	9,405	9,690
Employee Benefits		
Health Insurance	57,390	112,486
HRA	12,000	5,000
Retirement Employer 2%	18,291	20,105
Cell Phone	7,920	5,760
Performance Raise of 1%)	31,886	11,216
\$2.35/hr Non	41,712	71,471
Worker's Compensation Ins.	15,500	29,346
Contracted Srvs (Sn Plowing)	51,000	55,000
Contracted Srvs (Lawn Care)	41,500	0
Contracted Srvs (MOW DB)	0	0
RFP	95,188	99,852
Contracted Srvs (Sr. Companion)		
Contracted Srvs (MOW)		

Proposed Budget for 2023
COA BOARD Finalized Budget as of 10/18/22

For the Year Ended December 31, 2023

	2022 Approved Budget	Proposed 2023 Budget
Contracted Srvs. (Manton Sr)		
Contracted Srvs (Cadillac Sr)		
COA Client Emergency Fund		
Professional Fees		
Tasc Claim Fees & Admin	892	900
CIC Benefit Fees	1,692	1,560
Occupational Injury Claims	500	500
BCB Audit	8,000	8,500
Retirement Admin Fees	4,950	0
Recruit/Emp Fees	5,800	3,000
Office Supplies - COA	10,000	7,500
Office Supplies - DayBreak		1,000
Food Supplies DayBreak	1,500	2,056
COA	10,531	7,500
Janitorial/Operating Supplies DB		3,860
Sr. Expo	8,500	8,500
Liability Insurance & Bonds COA	12,361	12,361
Liability Insurance & Bonds DB		4,322
Automobile Insurance	0	0
COA	10,926	7,201
DB		2,970
Postage COA	7,500	7,500
Postage DB		500
Software Srv Fees	4,524	3,500
COA Utilities - Electric	4,014	4,579
COA Utilities - Haring Water	235	240
COA Utilities - Natural Gas	4,777	3,800
COA Utilities - Trash Removal	888	986
DB Utilities - Electric	986	1,173
DB Utilities - Water & Sewer	686	300
DB Utilities - Natural Gas	1,000	1,030
DB Utilities - Trash Srv	425	425
Day Break Automobile Fuel	0	0
Lease Expense	7,500	7,500
DB Repairs & Maint.	5,000	36,600
& Maint.	8,000	39,500
Indoor Cleaning & Maint	4,500	4,500
Outdoor Maint.	6,000	6,000
Dues & Subscriptions COA	1,436	500
Dues & Subscriptions DB		379
Marketing & Publicity COA	2,500	9,500
Marketing & Publicity DB		1,000
Bad Debt Expense	500	500
Mileage - Homecare & Admin	45,000	50,000
Conf.)	1,000	500
Continuing Education	2,500	2,500
Staff Training & Recognition	500	500
Depreciation/Equipment	17,385	17,385
Special Projects		
Volunteer Transport (CWTA)	20,000	20,000
P.E.R.S. & Med Box	4,000	4,000
Sign Project	100	100
Future Specialty Program	218,114	
Hearing Aids Assistance		
Dental Assistance		

Proposed Budget for 2023
COA BOARD Finalized Budget as of 10/18/22

For the Year Ended December 31, 2023		
	2022 Approved Budget	Proposed 2023 Budget
Small Home Repairs Assist		
Marketing Plan		
Feeding American 1x		1,000
item IN/OUT \$5,000		0
Miscellaneous Expense	5,000	5,000
Cash Reserve Account		25,000
Total Expenditures	1,810,816	1,971,904
Assets	(17,830)	0



G.4.

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. JOSEPH M. GASPER
DIRECTOR

September 19, 2022

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2022 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office via email:

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

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2022 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than November 18, 2022**. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

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

SUBRECIPIENT CHECKLIST

FY 2022 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) GRANT AGREEMENT

CFDA No: 97.042

Email the following items to: LounsberryP@michigan.gov

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

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

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits 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	GRANT NAME	ASSISTANCE LISTING
County of Wexford	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6007337	EMC-2022-EP-00001	8/23/2022
SUBRECIPIENT UEI	SUBAWARD PERFORMANCE PERIOD	FROM TO
ELBVKK7YL1T1		10/1/2021 9/30/2022
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$30,029.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$30,029.00
None on file	Total Amount of Federal Award	\$30,029.00
FEDERAL AWARD PROJECT DESCRIPTION		
2022 Emergency Management Performance Grants (EMPG)		
DETAILS		
The 2022 EMPG allocation is 40.29% 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 AWARDOING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan FY 2022 Emergency Management Performance Grant Grant Agreement

October 1, 2021 to September 30, 2022

Assistance Listing: 97.042 Grant Number: EMC-2022-EP-00001

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

COUNTY OF WEXFORD
(hereinafter called the Subrecipient)

I. Purpose

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

The FY 2022 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 2022 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 2022 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2022 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 2022 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, 2022*, (Pub. L. No. 117-103); *Disaster Relief Supplemental Appropriations Act, 2022*, Pub. L. No. 117-43 (2021).

The Subrecipient agrees to comply with all FY 2022 EMPG program requirements in accordance with the FY 2022 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>; and 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 2022 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2022 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 **\$30,029.00** or 40.29% of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2022 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 2022 EMPG covers eligible costs from October 1, 2021, to September 30, 2022. 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 2022 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 2022 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 2022 EMPG NOFO; the FEMA Preparedness Grants Manual Version 2; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2022 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 2022 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 2022 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (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 2022 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 Unique Entity Identifier (UEI) through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing 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 2022 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 2020 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2022 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2022 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 2022 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, 2021, to September 30, 2022. 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 UEI

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



September 13, 2022

Signature

Date



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

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

Subrecipient:	County:	UEI:
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 ►
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	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 2022 Emergency Management Performance Grants

Article I - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 U.S. Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - General Acknowledgment and Assurances

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

I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Subrecipients must submit timely, complete, and accurate reports to the recipient and maintain appropriate backup documentation to support the reports.

IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

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

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

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

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

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

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all

components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

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

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

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

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

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

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

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

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

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its

inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article VIII - Indirect Cost Rate

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

Article IX - Activities Conducted Abroad

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

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

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

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

Trafficking in Persons:

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

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

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing EO 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 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 XIV - Fly America Act of 1974

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

Article XV - Americans with Disabilities Act of 1990

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

Article XVI - Duplication of Benefits

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

Article XVII - Copyright

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

Article XVIII - Civil Rights Act of 1968

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

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

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

Article XX - Civil Rights Act of 1964, Title VI

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

Article XXI - Hotel and Motel Fire Safety Act of 1990

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

Article XXII - Disposition of Equipment Acquired Under the Federal Award

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

Article XXIII - Patents and Intellectual Property Rights

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

Article XXIV - Procurement of Recovered Materials

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

Article XXV - Terrorist Financing

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

Article XXVI - Prior Approval for Modification of Approved Budget

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

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

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

Article XXVII - 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 XXVIII - 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 XXIX - Rehabilitation Act of 1973

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

Article XXX - False Claims Act and Program Fraud Civil Remedies

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

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

It is 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 XXXII - Lobbying Prohibitions

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

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

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

Article XXXIV - Age Discrimination Act of 1975

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

Article XXXV - National Environmental Policy Act

Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (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 XXXVI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

The DHS financial assistance Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (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 XXXVII - USA PATRIOT Act of 2001

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

Article XXXVIII - Non-Supplanting Requirement

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

Article XXXIX - Drug-Free Workplace Regulations

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

Article XL - Universal Identifier and System of Award Management

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

Article XLI - Energy Policy and Conservation Act

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

Article XLII - Whistleblower Protection Act

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

Article XLIII - Federal Debt Status

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

Article XLIV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from 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 XLV - 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 XLVI - SAFECOM

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

DOG LAW OF 1919
Act 339 of 1919

AN ACT relating to dogs and the protection of live stock and poultry from damage by dogs; providing for the licensing of dogs; regulating the keeping of dogs, and authorizing their destruction in certain cases; providing for the determination and payment of damages done by dogs to live stock and poultry; imposing powers and duties on certain state, county, city and township officers and employes, and to repeal Act No. 347 of the Public Acts of 1917, and providing penalties for the violation of this act.

History: 1919, Act 339, Eff. Aug. 14, 1919.

The People of the State of Michigan enact:

287.261 Short title; definitions.

Sec. 1. (1) This act shall be known and may be cited as the "dog law of 1919".

(2) For the purpose of this act:

(a) "Livestock" means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids and swine, and fur-bearing animals being raised in captivity.

(b) "Poultry" means all domestic fowl, ornamental birds, and game birds possessed or being reared under authority of a breeder's license pursuant to part 427 (breeders and dealers) of the natural resources and environmental protection act, Act No. 451 of the Public Acts of 1994, being sections 324.42701 to 324.42714 of the Michigan Compiled Laws.

(c) "Owner" when applied to the proprietorship of a dog means every person having a right of property in the dog, and every person who keeps or harbors the dog or has it in his care, and every person who permits the dog to remain on or about any premises occupied by him.

(d) "Kennel" means any establishment wherein or whereon dogs are kept for the purpose of breeding, sale, or sporting purposes.

(e) "Law enforcement officer" means any person employed or elected by the people of the state, or by any municipality, county, or township, whose duty it is to preserve peace or to make arrests or to enforce the law, and includes conservation officers and members of the state police.

(f) "Hunting" means allowing a dog to range freely within sight or sound of its owner while in the course of hunting legal game or an unprotected animal.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5245;—CL 1948, 287.261;—Am. 1959, Act 42, Eff. Mar. 19, 1960;—Am. 1973, Act 32, Imd. Eff. June 14, 1973;—Am. 1996, Act 63, Imd. Eff. Feb. 26, 1996.

287.262 Dogs; licensing, tags, leashes.

Sec. 2. It shall be unlawful for any person to own any dog 6 months old or over, unless the dog is licensed as hereinafter provided, or to own any dog 6 months old or over that does not at all times wear a collar with a tag approved by the director of agriculture, attached as hereinafter provided, except when engaged in lawful hunting accompanied by its owner or custodian; or for any owner of any female dog to permit the female dog to go beyond the premises of such owner when she is in heat, unless the female dog is held properly in leash; or for any person except the owner or authorized agent, to remove any license tag from a dog; or for any owner to allow any dog, except working dogs such as leader dogs, guard dogs, farm dogs, hunting dogs, and other such dogs, when accompanied by their owner or his authorized agent, while actively engaged in activities for which such dogs are trained, to stray unless held properly in leash.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5246;—CL 1948, 287.262;—Am. 1951, Act 173, Imd. Eff. June 8, 1951;—Am. 1969, Act 195, Eff. Mar. 20, 1970.

287.263 Repealed. 1969, Act 195, Eff. Mar. 20, 1970.

Compiler's note: The repealed section pertained to confinement of dog at night.

287.264 Supervision and enforcement.

Sec. 4. The state livestock sanitary commission shall have the general supervision over the licensing and regulation of dogs and the protection of livestock and poultry from dogs, and may employ all proper means for the enforcement of this act and all police officers of the state, county, municipality or township shall be at its disposal for that purpose. An animal control officer or a law enforcement officer of the state shall issue a citation, summons or appearance ticket for a violation of this act.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5248;—CL 1948, 287.264;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.265 Tags, blanks and license forms.

Sec. 5. It shall be the duty of the state live stock sanitary commission to purchase from time to time, as may be necessary, a sufficient number of tags for the state of Michigan, which tags shall be purchased from such commission by the treasurers of the counties as the same may be needed to comply with the provisions of this act. Such tags shall be sold at cost to the said treasurers. The state treasurer is hereby authorized to advance to the said commission, out of any funds of the state, such sum of money as may be necessary from time to time to pay for the tags so purchased by the state live stock sanitary commission, which sum shall be repaid to the state treasurer from the money collected from the county treasurers in payment for the tags. The said commission is hereby authorized to extend 30 days' credit to any county treasurer for tags so purchased. The commission shall also furnish to each county treasurer, on or before November fifteenth of each year, a book containing proper forms for issuing dog licenses required in his county, together with the necessary blanks for the use of the supervisors and assessors of such county; such books and blanks shall be furnished to said commission by the board of state auditors without cost to said commission. The tags required by this act shall be not more than 1 1/2 inches in length and uniform in shape throughout the state, the general shape of which shall be changed from year to year; such tags shall have impressed upon them the calendar year for which they are issued and shall bear the name of the county issuing them and shall be numbered consecutively.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5249;—CL 1948, 287.265.

287.266 Dog licenses; application; resolution; provisions; proof of vaccination.

Sec. 6. (1) The owner of a dog that is 4 or more months old shall apply to the treasurer of the county or, except as provided in section 14, the treasurer of the township or city where the owner resides, or to the treasurer's authorized agent, for a license for each dog owned or kept by him or her.

(2) Unless the county board of commissioners adopts a resolution under subsection (3), the owner shall apply for a license annually on or before March 1.

(3) The county board of commissioners of a county may adopt a resolution during the 60-day period before the beginning of the county's fiscal year providing when the owner of a dog that is required to be licensed under subsection (1) must apply for a license. Before adopting the resolution, the county board of commissioners shall obtain the county treasurer's written approval of the resolution. Subject to subsection (4), the resolution shall provide for 1 of the following:

- (a) That the owner apply for a license by March 1 every year or every third year, at the owner's option.
- (b) That the owner apply for a license by June 1 every year.
- (c) That the owner apply for a license by June 1 every year or every third year, at the owner's option.
- (d) That the owner apply for a license by the last day of the month of the dog's current rabies vaccination, every year.
- (e) That the owner apply for a license by the last day of the month of the dog's current rabies vaccination, every third year.
- (f) That the owner apply for a license by 1 of the following, at the owner's option:
 - (i) The last day of the month of the dog's current rabies vaccination every year.
 - (ii) The last day of the month of the dog's current rabies vaccination, every third year.

(4) A resolution adopted under subsection (3) shall include necessary provisions for conversion to a new licensing schedule. The resolution may extend the effective period of outstanding licenses but shall not shorten the effective period of outstanding licenses or prorate license fees.

(5) The application shall state the breed, sex, age, color, and markings of the dog, and the name and address of the last previous owner. The application for a license shall be accompanied by a valid certificate of a current vaccination for rabies, with a vaccine licensed by the United States department of agriculture, signed by an accredited veterinarian. The certificate for vaccination for rabies shall state the month and year of expiration for the rabies vaccination, in the veterinarian's opinion. A license shall not be issued under subsection (3)(d), (e), or (f) if the dog's current rabies vaccination will expire more than 1 month before the date on which that license would expire. When applying for a license, the owner shall pay the license fee provided for in the county budget. The county board of commissioners may set license fees in the county budget at a level sufficient to pay all the county's expenses of administering this act as it pertains to dogs. For a spayed or neutered dog, the license fee, if any, shall be set lower than the license fee for a dog that is not spayed or neutered. In addition, the license fee may be set higher for a delinquent application than for a timely application.

(6) If a dog is licensed before it becomes 5 months old and is subsequently spayed or neutered before it becomes 7 months old, the owner of the dog may exchange the license for a license for a spayed or neutered dog and receive a refund for the difference in the cost of the licenses. The owner shall exchange the license before the dog becomes 7 months old.

(7) Subsection (6) applies in a county only if the county board of commissioners adopts a resolution to that effect during the 60-day period before the beginning of the county's fiscal year. Before adopting the resolution, the county board of commissioners shall obtain the county treasurer's written approval of the resolution.

(8) The owner of a dog that is required to be licensed under this section shall keep the dog currently vaccinated against rabies by an accredited veterinarian with a vaccine licensed by the United States department of agriculture.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—Am. 1927, Act 53, Eff. Sept. 5, 1927;—CL 1929, 5250;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1935, Act 17, Eff. Sept. 21, 1935;—Am. 1937, Act 47, Imd. Eff. May 18, 1937;—Am. 1947, Act 171, Eff. Oct. 11, 1947;—CL 1948, 287.266;—Am. 1949, Act 35, Eff. Sept. 23, 1949;—Am. 1953, Act 172, Imd. Eff. June 4, 1953;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1971, Act 229, Eff. Mar. 30, 1972;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

287.266a Repealed. 1969, Act 195, Eff. Mar. 20, 1970.

Compiler's note: The repealed section pertained to proof of vaccination for rabies.

287.267 Dog license; tag, approval; kept on dog.

Sec. 7. The county treasurer shall then deliver to said owner a license and also 1 of the tags approved by the director of agriculture, before mentioned, such tag to be affixed to a substantial collar to be furnished by the owner, which with the tag attached, shall at all times be kept on the dog for which the license is issued, except when such dog is engaged in lawful hunting accompanied by its owner or custodian.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5251;—CL 1948, 287.267;—Am. 1951, Act 173, Imd. Eff. June 8, 1951.

287.268 Dog license; unlicensed and young dogs; application; fee after certain date.

Sec. 8. A person who becomes owner of a dog that is 4 or more months old and that is not already licensed shall apply for a license within 30 days. A person who owns a dog that will become 4 months old and that is not already licensed shall apply for a license within 30 days after the dog becomes 4 months old. In a county in which section 6(2) or section 6(3)(a) applies, if a person applies for an annual license under this subsection after July 10 of a calendar year, the license fee shall be 1/2 the fee provided for under section 6.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5252;—CL 1948, 287.268;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

287.269 Dog license; contents.

Sec. 9. Each dog license issued under this act shall display all of the following:

(a) An expiration date. Subject to section 6(4), the expiration date for a license issued under section 6(2) or 6(3)(b) shall be 1 year after the date on or before which the license was required to be obtained under section 6, and for a license issued under section 6(3)(a) or 6(3)(c) shall be 1 year or 3 years after that date. Subject to section 6(4), the expiration date of a license issued under section 6(3)(d), (e), or (f) shall be the earlier of the following:

- (i) One year or 3 years, as applicable, after the date on which the license was required to be obtained.
- (ii) The expiration date of the dog's rabies vaccination.
- (b) A serial number corresponding to the number on the metal tag furnished to the owner.
- (c) The name of the county issuing the license.
- (d) A full description of the dog licensed.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5253;—CL 1948, 287.269;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

287.269a Production of proof of license.

Sec. 9a. A person who owns or harbors a dog shall produce proof of a valid dog license upon request of a person who is authorized to enforce this act.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.270 "Kennel" defined; kennel license; fee; tags; certificate; rules; inspection; exception.

Sec. 10. For the purposes of this act, a kennel shall be construed as an establishment wherein or whereon 3 or more dogs are confined and kept for sale, boarding, breeding or training purposes, for remuneration, and a

kennel facility shall be so constructed as to prevent the public or stray dogs from obtaining entrance thereto and gaining contact with dogs lodged in the kennel. Any person who keeps or operates a kennel may, in lieu of individual license required under this act, apply to the county treasurer for a kennel license entitling him to keep or operate a kennel. Proof of vaccination of dogs against rabies shall not be required with the application. The license shall be issued by the county treasurer on a form prepared and supplied by the director of the department of agriculture, and shall entitle the licensee to keep any number of dogs 6 months old or over not at any time exceeding a certain number to be specified in the license. The fee to be paid for a kennel license shall be \$10.00 for 10 dogs or less, and \$25.00 for more than 10 dogs. A fee of double the original license fee shall be charged for each previously licensed kennel, whose kennel license is applied for after June 1. With each kennel license the county treasurer shall issue a number of metal tags equal to the number of dogs authorized to be kept in the kennel. All the tags shall bear the name of the county issuing it, the number of the kennel license, and shall be readily distinguishable from the individual license tags for the same year.

The county treasurer or county animal control officer shall not issue a kennel license for a new kennel under the provisions of this act unless the applicant furnishes an inspection certificate signed by the director of the department of agriculture, or his authorized representative, stating that the kennel to be covered by the license complies with the reasonable sanitary requirements of the department of agriculture, and that the dogs therein are properly fed and protected from exposure commensurate with the breed of the dog. The director of the department of agriculture shall promulgate reasonable rules with respect to the inspections in the manner prescribed by law. The inspection shall be made not more than 30 days before filing the application for license. The provisions of this act shall not be effective in the counties of this state that are operating under the provisions of section 16 wherein the board of supervisors have appointed a county animal control officer with certain powers and duties, unless the counties by a resolution duly adopted by the board of supervisors accept the provisions of this act.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5254;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1945, Act 245, Eff. Sept. 6, 1945;—CL 1948, 287.270;—Am. 1953, Act 172, Imd. Eff. June 4, 1953;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

Administrative rules: R 285.129.1 of the Michigan Administrative Code.

287.270a Repealed. 1969, Act 195, Eff. Mar. 20, 1970.

Compiler's note: The repealed section pertained to vaccination of dog sold by licensed kennel.

287.270b Kennel licensing ordinance.

Sec. 10b. Any city, township or village having in its employment a full-time animal control officer may adopt an ordinance providing for the issuance of kennel licenses by the animal control officer on the same terms, conditions and fees as is provided in section 10. Upon the adoption of the ordinance the city, township or village shall be excepted from the provisions of sections 10 and 11 of this act.

History: Add. 1966, Act 132, Eff. Mar. 10, 1967;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.271 Rules governing kennel dogs.

Sec. 11. The licensee of a kennel shall, at all times, keep 1 of such tags attached to a collar on each dog 4 months old or over kept by him under a kennel license. No dog bearing a kennel tag shall be permitted to stray or be taken anywhere outside the limits of the kennel. This section does not prohibit the taking of dogs having a kennel license outside the limits of the kennel temporarily and in leash, nor does it prohibit the taking of such dogs out of the kennel temporarily for the purpose of hunting, breeding, trial or show.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5255;—CL 1948, 287.271.

287.272 Lost tags.

Sec. 12. If any dog tag is lost, it shall be replaced without cost by the county treasurer, upon application by the owner of the dog, and upon production of such license and a sworn statement of the facts regarding the loss of such tag.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5256;—CL 1948, 287.272.

287.273 License and tag; transferability.

Sec. 13. No license or license tag issued for 1 dog shall be transferable to another dog. Whenever the ownership or possession of any dog is permanently transferred from 1 person to another within the same county, the license of such dog may be likewise transferred, upon notice given to the county treasurer who shall note such transfer upon his record. This act does not require the procurement of a new license, or the

transfer of a license already secured, when the possession of a dog is temporarily transferred, for the purpose of hunting game, or for breeding, trial, or show, in the state of Michigan.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5257;—CL 1948, 287.273.

287.274 Application for license blanks and tags; issuance of dog licenses and tags; fee; return of unused tags, books, and receipts; contents of receipt; paying over money; resolution providing that clerk perform duties of treasurer.

Sec. 14. (1) Every township or city treasurer shall, on or before December 1 each year, apply to the county treasurer for necessary license blanks and tags for the ensuing year and shall issue dog licenses and tags in a manner prescribed for issuing licenses by the county treasurer. Every township or city treasurer shall receive for the services of licensing dogs a reasonable fee at a rate determined by the county board of commissioners for each dog license issued.

(2) Each township or city treasurer shall not later than March 1 each year, or June 1 each year for a county operating under section 6(3)(b) or (c), return to the county treasurer all unused tags, and the book or books from which dog licenses have been issued, containing receipts properly filled out, and showing the name of the person issued each license and the number of each license issued and a full description of each dog licensed. The township or city treasurer shall on or before March 1 each year, or June 1 each year for a county operating under section 6(3)(b) or (c), pay over all money received for issuing licenses less the amount set by the board of commissioners to be retained by the township or village for each license issued.

(3) A city may, by resolution of its legislative body, provide that its clerk shall perform the duties by this act imposed on the treasurer. Upon the adoption of the resolution, the treasurer of a city is not required to issue licenses under this act but the clerk of the city shall perform, in the manner and under the terms and conditions, and with the same compensation, all of the duties imposed upon city treasurers by this act.

(4) A township treasurer, city treasurer, or city clerk may enter an agreement with the county treasurer for the county treasurer to perform the duties of the township treasurer, city treasurer, or city clerk under this act.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1921, Act 310, Eff. Aug. 18, 1921;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5258;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1947, Act 168, Eff. Oct. 11, 1947;—CL 1948, 287.274;—Am. 1977, Act 317, Imd. Eff. Jan. 9, 1978;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998;—Am. 2000, Act 438, Imd. Eff. Jan. 9, 2001.

287.275 County treasurer's record; inspection.

Sec. 15. The county treasurer shall keep a record of all dog licenses, and all kennel licenses, issued during the year in each city and township in his or her county. Such record shall contain the name and address of the person to whom each license is issued and the expiration date of each license. For an individual license, the record shall also state the breed, sex, age, color, and markings of the dog licensed; and for a kennel license, it shall state the place where the business is conducted. The record is a public record and shall be open to inspection during business hours. The county treasurer shall also keep an accurate record of all license fees collected by the county treasurer or paid over to him or her by any city or township treasurer.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5259;—CL 1948, 287.275;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998.

287.276 Listing of dogs; compensation of supervisor; appointment, duties, and compensation of animal control officer.

Sec. 16. The supervisor of each township and the assessor of every city, annually, on taking his assessment of property as required by law, may make diligent inquiry as to the number of dogs owned, harbored or kept by all persons in his assessing district; and on or before June 1, make a complete report to the county treasurer, for his county, on a blank form furnished by the director of agriculture, setting forth the name of every owner, or keeper, of any dog, subject to license under this act, how many of each sex are owned by him, and if a kennel license is maintained such fact shall be also stated. Every supervisor or assessor shall receive for his services in listing such dogs at a rate determined by the board of supervisors for each dog so listed, which sums shall be paid out of the general fund of the county. In any city having a population of 5,000 or more, the county board of supervisors may by resolution appoint for a term of 2 years, an animal control officer, who shall perform in and for the city all the duties which this act prescribes for the supervisors of townships, and who shall receive the same compensation as is herein provided for supervisors. The board of supervisors of any county may, by resolution, appoint for the county for a term of 2 years an animal control officer whose duties and compensation shall be such as shall be prescribed by the board of supervisors and who may be delegated the duties required by this section to be performed by the supervisors and assessors without extra compensation.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—Am. 1925, Act 327, Imd. Eff. May 26, 1925;

—CL 1929, 5260;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—Am. 1941, Act 278, Eff. Jan. 10, 1942;—Am. 1947, Act 168, Eff. Oct. 11, 1947;—CL 1948, 287.276;—Am. 1967, Act 197, Eff. Nov. 2, 1967;—Am. 1968, Act 38, Eff. Jan. 1, 1969;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.277 Identification and location of unlicensed dogs; public nuisance; list; commencement of proceedings; duties of sheriff; nonfeasance in office.

Sec. 17. The county treasurer may, based on records of the dogs actually licensed in each city or township of the county and any report under section 16, identify and locate all unlicensed dogs. If a dog is required to be licensed under this act but is unlicensed, the dog is a public nuisance. The county treasurer shall immediately list all unlicensed dogs identified by this section and shall deliver copies of the list to the prosecuting attorney of the county and to the director of the department of agriculture. On receiving from the county treasurer the name of any owner of an unlicensed dog, the prosecuting attorney shall at once commence the necessary proceedings against the owner of the dog, as required by this act. The sheriff shall locate and kill, or cause to be killed, all such unlicensed dogs. Failure, refusal, or neglect on the part of a sheriff to carry out the provisions of this section constitutes nonfeasance in office.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5261;—Am. 1933, Act 79, Imd. Eff. May 19, 1933;—CL 1948, 287.277;—Am. 1967, Act 197, Eff. Nov. 2, 1967;—Am. 1968, Act 38, Eff. Jan. 1, 1969;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973;—Am. 1998, Act 390, Imd. Eff. Nov. 30, 1998.

287.278 Killing of dog molesting wildlife.

Sec. 18. A law enforcement officer may kill a dog determined to be molesting wildlife and not hunting as defined in this act.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 322, Eff. Aug. 27, 1925;—CL 1929, 5262;—CL 1948, 287.278;—Am. 1973, Act 32, Imd. Eff. June 14, 1973.

287.279 Killing of dog pursuing, worrying, or wounding livestock or poultry, or attacking person; damages for trespass; effect of license tag.

Sec. 19. Any person including a law enforcement officer may kill any dog which he sees in the act of pursuing, worrying, or wounding any livestock or poultry or attacking persons, and there shall be no liability on such person in damages or otherwise, for such killing. Any dog that enters any field or enclosure which is owned by or leased by a person producing livestock or poultry, outside of a city, unaccompanied by his owner or his owner's agent, shall constitute a trespass, and the owner shall be liable in damages. Except as provided in this section, it shall be unlawful for any person, other than a law enforcement officer, to kill or injure or attempt to kill or injure any dog which bears a license tag for the current year.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5263;—CL 1948, 287.279;—Am. 1959, Act 42, Eff. Mar. 19, 1960;—Am. 1973, Act 32, Imd. Eff. June 14, 1973.

287.279a Killing dog or other animal; use of high altitude decompression chamber or electrocution prohibited.

Sec. 19a. An animal control officer or other person killing a dog or other animal pursuant to the laws of this state shall not use a high altitude decompression chamber or electrocution for that killing.

History: Add. 1980, Act 382, Eff. Mar. 31, 1981.

287.280 Loss or damage to livestock or poultry caused by dogs; complaint; examination; summons; proceedings; killing of dog; liability of owner or keeper.

Sec. 20. If a person sustains any loss or damage to livestock or poultry that is caused by dogs, or if the livestock of a person is necessarily destroyed because of having been bitten by a dog, the person or his or her agent or attorney may complain to the township supervisor or a township officer or other qualified person designated by the township board of the township in which the damage occurred. The complaint shall be in writing, signed by the person making it, and shall state when, where, what, and how much damage was done, and, if known, by whose dog or dogs. The township supervisor or a township officer or other qualified person designated by the township board shall at once examine the place where the alleged damage was sustained and the livestock or poultry injured or killed, if practicable. He or she shall also examine under oath, or affirmation, any witness called. After making diligent inquiry in relation to the claim, the township supervisor or a township officer or other person designated by the township board shall determine whether damage has been sustained and the amount of that damage, and, if possible, who was the owner of the dog or dogs that did the damage. If during the course of the proceedings the owner of the dog causing the loss or damage to the livestock becomes known, the township supervisor or a township officer or other person designated by the township board shall request the district court judge to immediately issue a summons against the owner

commanding him or her to appear before the township supervisor or township officer or other person designated by the township board and show cause why the dog should not be killed. The summons may be served anyplace within the county in which the damage occurred, and shall be made returnable not less than 2 nor more than 6 days from the date stated in the summons and shall be served at least 2 days before the time of appearance mentioned in the summons. Upon the return day fixed in the summons the township supervisor or township officer or other person designated by the township board shall proceed to determine whether the loss or damage to the livestock was caused by the dog, and if so he or she shall immediately notify the sheriff or the animal control officer of the county of that fact and upon notification the sheriff or the animal control officer shall kill the dog wherever found. Any owner or keeper of the dog or dogs shall be liable to the county in a civil action for all damages and costs paid by the county on any claim as provided in this section.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5264;—Am. 1937, Act 47, Imd. Eff. May 18, 1937;—CL 1948, 287.280;—Am. 1968, Act 38, Eff. Jan. 1, 1969;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973;—Am. 1989, Act 45, Imd. Eff. June 12, 1989.

287.281 Report of examination.

Sec. 21. If after making the examination required in section 20, the township supervisor or other person designated by the township board has determined that damage has been sustained by the complainant, the township supervisor or other person designated by the township board, upon payment to him or her of his or her costs up to that time by the complainant, shall deliver a report of the examination and all papers relating to the case to the county board of commissioners of the county in which the loss was sustained. The report shall be filed in the office of the county board of commissioners. If the complainant has not paid the costs, the township supervisor or other person designated by the township board shall state that fact in the report and the amount of the unpaid costs.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1929, Act 131, Eff. Aug. 28, 1929;—CL 1929, 5265;—CL 1948, 287.281;—Am. 1980, Act 223, Imd. Eff. July 18, 1980.

287.282 Damage to livestock or poultry by dogs; fees of justice, inclusion in damages.

Sec. 22. Justices of the peace, for the services rendered under this act, shall receive \$4.00 for each case, and 10 cents per mile for each mile traveled, to be paid by the claimant in each case. In all cases where damages are awarded, the fees paid by claimants shall be included in the amount of such damages.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5266;—CL 1948, 287.282;—Am. 1958, Act 26, Eff. Sept. 13, 1958.

287.283 Payment for amount of loss or damage; costs; investigation.

Sec. 23. (1) When the county board of commissioners of the county receives a report of the township supervisor or other person designated by the township board pursuant to section 21, if it appears from the report that a certain amount of damage has been sustained by the claimant, the county board of commissioners shall immediately draw their order on the treasurer of the county in favor of the claimant for the amount of loss or damage which the claimant has sustained, together with all necessary and proper costs incurred. If the claim filed with the board appears from the report filed to be illegal or unjust, the board may make an investigation of the case and make its award accordingly.

(2) An amount awarded pursuant to this section shall be paid by the county out of its general fund. A payment shall not be made for any item which has already been paid by the owner of the dog or dogs doing the injury. If a payment is made by the county for any livestock or poultry bitten by a dog or dogs, the payment shall not exceed the amount allowed by the county board of commissioners.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1925, Act 31, Eff. Aug. 27, 1925;—Am. 1927, Act 52, Eff. Sept. 5, 1927;—Am. 1929, Act 131, Eff. Aug. 28, 1929;—CL 1929, 5267;—Am. 1931, Act 286, Eff. Sept. 18, 1931;—Am. 1945, Act 233, Eff. Sept. 6, 1945;—CL 1948, 287.283;—Am. 1980, Act 223, Imd. Eff. July 18, 1980.

287.284 Board of county auditors; duties.

Sec. 24. In a county having a board of county auditors, that board shall receive, audit, and determine all claims for damages under this act, and when a claim is found to be legal and just, the board of county auditors shall order its payment out of the general fund of the county. A township supervisor or other person designated by the township board in a county having a board of county auditors shall deliver the report of investigation under this act to the board of county auditors.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5268;—CL 1948, 287.284;—Am. 1980, Act 223, Imd. Eff. July 18, 1980.

287.285 Saving clause; disposition of dog fund; expense of dog department in cities, payment.

Sec. 25. Any valid claims for loss or damage to live stock which have accrued under any general or local laws, prior to the taking effect of this act, shall not abate by reason of the repeal of such laws by the operation of this act, but all such claims, and all claims arising under this act and all expense incurred in any county in enforcing the provisions of this act shall be paid out of the general fund of the county. At the time this act takes effect, all moneys then in the "dog fund" in the hands of township or city treasurers, derived from the taxation of dogs under existing laws, shall be turned into the county general fund: Provided, In all cities having a well regulated dog department, the reasonable expense of maintaining the same, shall be borne by said county, duly audited by the board of supervisors, and in any county having a board of county auditors, said board of county auditors shall audit said reasonable bills, to be paid out of the general fund of the county.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5269;—CL 1948, 287.285.

287.286 Penalties; disposition of fines.

Sec. 26. Any person or police officer, violating or failing or refusing to comply with any of the provisions of this act shall be guilty of a misdemeanor and upon conviction shall pay a fine not less than \$10.00 nor more than \$100.00, or shall be imprisoned in the county jail for not exceeding 3 months, or both such fine and imprisonment. Any person presenting a false claim, knowing it to be false, or receiving any money on such false claim, shall be guilty of a misdemeanor and upon conviction, shall pay a fine of not less than \$10.00 nor more than \$100.00, or shall be imprisoned in the county jail for not exceeding 3 months, or both such fine and imprisonment. All fines collected under the provisions of this act shall be paid to the treasurer of the county to be credited to the library fund of the county.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5270;—CL 1948, 287.286;—Am. 1969, Act 195, Eff. Mar. 20, 1970.

287.286a Sworn complaint; contents; issuance of summons; hearing; order; penalty for disobedience; costs; audit and payment of claims.

Sec. 26a. (1) A district court magistrate or the district or common pleas court shall issue a summons similar to the summons provided for in section 20 to show cause why a dog should not be killed, upon a sworn complaint that any of the following exist:

(a) After January 10 and before June 15 in each year a dog over 6 months old is running at large unaccompanied by its owner or is engaged in lawful hunting and is not under the reasonable control of its owner without a license attached to the collar of the dog.

(b) A dog, licensed or unlicensed, has destroyed property or habitually causes damage by trespassing on the property of a person who is not the owner.

(c) A dog, licensed or unlicensed, has attacked or bitten a person.

(d) A dog has shown vicious habits or has molested a person when lawfully on the public highway.

(e) A dog duly licensed and wearing a license tag has run at large contrary to this act.

(2) After a hearing the district court magistrate or the district or common pleas court may either order the dog killed, or confined to the premises of the owner. If the owner disobeys this order the owner may be punished under section 26. Costs as in a civil case shall be taxed against the owner of the dog, and collected by the county. The county board of commissioners shall audit and pay claims for services of officers rendered pursuant to this section, unless the claims are paid by the owner of the dog.

History: Add. 1927, Act 114, Eff. Sept. 5, 1927;—CL 1929, 5271;—CL 1948, 287.286a;—Am. 1977, Act 261, Imd. Eff. Dec. 8, 1977.

287.286b Penalty for stealing or confining licensed dog.

Sec. 26b. Any person who shall steal, or confine and secrete any dog licensed under this act or kept under a kennel license, unless legally authorized to do so, or unless such confining be justifiable in the protection of person, property or game, shall be guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine of not less than \$50.00 nor more than \$100.00, or imprisonment in the county jail for not less than 60 nor more than 90 days, or both in the discretion of the court.

History: Add. 1939, Act 17, Eff. Sept. 29, 1939;—CL 1948, 287.286b.

287.287 Recovery of value of dog illegally killed.

Sec. 27. Nothing in this act shall be construed to prevent the owner of a licensed dog from recovery, by action at law, from any police officer or other person, the value of any dog illegally killed by such police officer or other person.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5272;—CL 1948, 287.287.

287.288 Common law liability.

Sec. 28. Nothing in this act contained shall be construed as limiting the common law liability of the owner of a dog for damages committed by it.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5273;—CL 1948, 287.288.

287.289 Dogs imported temporarily.

Sec. 29. None of the provisions of this act shall be construed to require the licensing of any dog imported into this state, for a period not exceeding 30 days, for show, trial, breeding or hunting purposes.

History: 1919, Act 339, Eff. Aug. 14, 1919;—CL 1929, 5274;—CL 1948, 287.289.

287.289a Animal control agency; establishment; employees; jurisdiction; contents of animal control ordinance.

Sec. 29a. The board of county commissioners by ordinance may establish an animal control agency which shall employ at least 1 animal control officer. The board of county commissioners may assign the animal control agency to any existing county department. The animal control agency shall have jurisdiction to enforce this act in any city, village or township which does not have an animal control ordinance. The county's animal control ordinance shall provide for animal control programs, facilities, personnel and necessary expenses incurred in animal control. The ordinance is subject to sections 6 and 30.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.289b County animal control officers; employment standards.

Sec. 29b. (1) The board of county commissioners shall adopt minimum employment standards relative to the recruitment, selection and appointment of animal control officers. The minimum standards shall include:

(a) Requirements for physical, educational, mental and moral fitness.

(b) A minimum course of study of not less than 100 instructional hours as prescribed by the department of agriculture.

(2) Subdivision (b) shall not apply if the animal control officer is a police officer or has served at least 3 years as an animal control officer.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.289c Municipal animal control officers; employment standards.

Sec. 29c. Any city, village or township adopting or having adopted an animal control ordinance shall provide in the ordinance that the minimum employment standards relative to the recruitment, selection and appointment of animal control officers shall at least equal the minimum standards set forth in section 29b.

History: Add. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

287.290 Municipal animal control ordinances; certificate of vaccination.

Sec. 30. A city, village or township by action of its governing body may adopt an animal control ordinance to regulate the licensing, payment of claims and providing for the enforcement thereof. A city, village, county or township adopting a dog licensing ordinance or ordinances shall also require that such application for a license, except kennel licenses, shall be accompanied by proof of vaccination of the dog for rabies by a valid certificate of vaccination for rabies, with a vaccine licensed by the United States department of agriculture, signed by an accredited veterinarian.

History: 1919, Act 339, Eff. Aug. 14, 1919;—Am. 1921, Act 310, Eff. Aug. 18, 1921;—Am. 1929, Act 329, Eff. Aug. 28, 1929;—CL 1929, 5275;—Am. 1933, Act 189, Imd. Eff. June 28, 1933;—Am. 1941, Act 288, Eff. Jan. 10, 1942;—Am. 1943, Act 209, Imd. Eff. Apr. 17, 1943;—CL 1948, 287.290;—Am. 1949, Act 22, Eff. Sept. 23, 1949;—Am. 1952, Act 125, Eff. Sept. 18, 1952;—Am. 1953, Act 172, Imd. Eff. June 4, 1953;—Am. 1959, Act 211, Eff. Mar. 19, 1960;—Am. 1969, Act 195, Eff. Mar. 20, 1970;—Am. 1971, Act 229, Eff. Mar. 30, 1972;—Am. 1972, Act 349, Imd. Eff. Jan. 9, 1973.

GRANT NO E20230116-00

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: 10/01/2022 to 09/30/2023

TOTAL AUTHORIZED BUDGET: \$1,267,214.70

State Grant Contribution:	\$1,119,162.50
Local Share Contribution:	\$148,052.20

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0048507

GRANT

This is Grant # E20230116-00 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 28, 2021, 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 \$1,119,162.50 (One Million One Hundred Nineteen Thousand One Hundred Sixty Two and 50/100)

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, 2022, 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, 2023

25% disbursement – April 15, 2023

25% disbursement – July 15, 2023 (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 10/1/22 - 12/31/22 – January 31, 2023

2nd FSR and compliance report for 1/1/23 - 3/31/23 – April 30, 2023

3rd FSR and compliance report for 4/1/23 - 6/30/23 – July 31, 2023

Final FSR and compliance report for 7/1/23 - 9/30/23 – October 31, 2023

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

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