COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS’
COMMITTEE OF THE WHOLE
AGENDA
Wednesday, September 4, 2019
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners’ Room, 9:30 a.m.

NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

1. Meeting Called to Order by Chairperson.
2. Additions or Deletions to the Agenda – Approval of the Agenda.

4. Employee/Board Comments.

5. Consider Approval of the Minutes of August 21, 2019.

6. Consider Payment of Claims.

7. Consider Other Budget Amendments, Cash Transfers, and Journal Register Report from Treasurer.

8. Old Business – Discuss:
   a. Update from Health, Safety & Grounds Committee Meeting – Mark Gregory.
   b. Road Commission Meeting – Jim Custer.
   c. Various Items – Susan Vander Pol:
      1. County 2020 Budget Update.
      2. General Update on Policies.
      3. Update on MAC County Subpage.

9. New Business – Discuss:
   b. E.M.D. Items – Mark Watkins:
      2. WMSRDC Transfer of Ownership Agreement for Equipment.
   c. Various Items – Susan Vander Pol:
      1. Acceptance of Justin Halladay Resignation from 911 Authority Board.
      2. CMHCM Resolution Oppose Termination of Contract with Lakeshore Regional Entity.
      3. DHHS Board Appointment of Glenn Bluhm.
      4. Veterans’ Services Travel Out of County.

10. Other Business:
11. Employee/Board Comments.
12. Extended Public Comments (Six Minute Limit).

Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT: The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern.

If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
The Committee meeting was called to order at 9:30 a.m. by Chairman Nehmer.


Also present: Susan Vander Pol-County Coordinator, Justin Halladay-Sheriff, Tracey Cochran- Payroll / Human Resource Specialist and several members of the public.

Motion by Commissioner Gregory, seconded by Commissioner Emig, to approve the agenda as amended. Motion carried.

Brief Public Comment: Alan Gingrich spoke about a meeting he recently attended in Evart on behalf of the Road Commission. Mr. Gingrich also read a thank you card he received at the Road Commission.

Employee/Board Comment: Commissioner Michell spoke about residents of Hartwick and Middle Branch’s approval of the Class A roads.

Moved by Commissioner Gregory, seconded by Commissioner Custer, to approve the minutes of August 6, 2019 as presented. Motion carried.

Recommended by Commissioner Custer, seconded by Commissioner Gregory, to approve the claims in the amount of $137,824.78 for the County. Recommendation was unanimously supported.

Road Commissioner Positions
Commissioner Custer spoke about the Road Commission Board and feels it should go back to the people for a vote if they should be appointed by the County Board of Commissioners versus elected. Discussion was held.

Policies Discussion
Susan Vander Pol, County Coordinator, spoke about the Personnel policy updates that were recently sent out. Commissioner Emig had a few suggestions on wording of which will be changed. She will also be sending out the Social Media Policy and stated there are sample policies on the MMRMA website should anyone like to review them. Discussion was held.

County 2020 Budget
Susan Vander Pol, County Coordinator, stated the 2020 Budgets have been sent out to Department Heads and are due back to her on August 27, 2019. She stated she will provide an update at the Board meeting on September 4, 2019.

C.O.A. Cargill Grants Presentation
Tina Wilson from Cargill Salt presented Commission on Aging a check in the amount of $7,500. Of those funds $5,000 came from a local Cargill grant and $2,500 were a match in funds from Cargill’s Corporate Office. The funds were used to purchase Ensure by seniors at a free or reduced cost. Mandy Duffy and Beth Straathof, C.O.A. Nurses, were present to accept the funds on behalf of C.O.A.

E.M.S. Request for Bids for Ambulance Remount
Jeremy Beebe, E.M.S. Director, asked the Board for approval to receive bids for the Ambulance Remount Grant once we receive USDA approval. The ambulance will have the same specs except they will go from a Chevrolet chassis to Ford chassis and the lights will be purchased from a new vendor.
Committee Minutes
August 21, 2019

Recommended by Commissioner Gregory, seconded by Commissioner Custer, to allow the E.M.S Director to obtain bids for the Ambulance Remount Grant. Recommendation was unanimously supported.

E.M.S Bad Debt Report 2019 May through July
Jeremy Beebe, E.M.S Director, asked the Board to approve the bad debt report for May 2019 through July 2019 as required by County Auditors. A brief discussion was held.

Recommended by Commissioner Emig, seconded by Commissioner Custer, to approve the bad debt write-off for the E.M.S. Department in the amount of $19,169.65 as presented. Recommendation was unanimously supported.

Brooks Security Monitoring Contracts
Susan Vander Pol, County Coordinator, spoke to the Board requesting approval for the Brooks Security Monitoring Contracts.

Recommended by Commissioner Michell, seconded by Commissioner Gregory, to approve monitoring contracts with Brooks Security. Recommendation was unanimously supported.

C.O.A Tustin Rental Agreement
Susan Vander Pol, County Coordinator, provided the Board with the updated C.O.A Tustin Rental Agreement. She explained the release of liability on the County by having the lessee provide their own insurance when rented. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Emig, to approve the updates to the C.O.A Tustin Rental Agreement. Recommendation was unanimously supported.

MAC Web Page Representative
Susan Vander Pol, County Coordinator, spoke to the Board about MAC’s request to have a designated representative from the County to be a liaison for the MAC web page. The Board would like more clarity on what MAC is looking for as the County currently has its own web page with many of the details MAC is looking to provide on their web page. Discussion was held.

Veterans’ Services Letter of Intent to Apply for MVAA 2020 Grant
Susan Vander Pol, County Coordinator, asked the Board for approval on the Veterans’ Service Fund Grant for 2020. Discussion was held.

Recommended by Commissioner Michell, seconded by Commissioner Custer, to approve the Veterans’ Services Letter of Intent to Apply for MVAA 2020 grant funding and authorize the Chairman to sign. Recommendation was unanimously supported.

MDMVA Incentive Grant
Susan Vander Pol, County Coordinator, asked the Board to approve the Michigan Department of Military and Veterans Affairs, Michigan Veterans Affairs Agency for the Incentive Grant of $10,000. Grant has to be used in September 2019. Discussion was held.

Recommended by Commissioner Michell, seconded by Commissioner Custer, to approve the Michigan Department of Military and Veterans Affairs, Michigan Veterans Affairs Agency for the Incentive Grant of $10,000 and authorize the Chairman to sign. Recommendation was unanimously supported.
Employee/Board Comment: Justin Halladay, Sheriff, introduced Ed Williams as the new Sheriff that will start on September 8, 2019.

Extended Public Comment: Sandy Keller stated she attended the Road Commission meeting and believes there is a communication problem.

Luke Houlton, Road Commission Manager, spoke about the difficulty with hiring summer help and running the brush hog during summer hours with limited staff.

Alan Gingrich, Road Commissioner, spoke more about his earlier discussion on what townships would like to see from the Road Commission, what roads were chip sealed vs. black topped.

Moved by Commissioner Emig, seconded by Commissioner Gregory, to adjourn at 10:49 a.m. Motion carried unanimously.

Tracey Cochran, Deputy County Clerk
Jack Nehmer, Chairman
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

FUND: General ( ) 245 Capital ( ) Special Revenue ( ) Debt Service ( ) Other ( )

REVENUE:

<table>
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<tr>
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<th>ACCOUNT NUMBER</th>
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<th>INCREASE</th>
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EXPENSES:

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<th>DECREASE</th>
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Clerk
Department

Board of Commissioners/Representative
Recorded ( ) Motion/Resolution No. Budget Amendment No. 

Department Head Signature

Date
**COUNTY OF OSCEOLA**

**AUTHORIZATION TO TRANSFER FUNDS**

The County Treasurer is hereby directed to transfer funds in the following manner:

<table>
<thead>
<tr>
<th>FUND/ACCT</th>
<th>BUDGETED</th>
<th>TRANSFER</th>
<th>REMAINING</th>
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<td>TO:</td>
<td>245 Public Improv.</td>
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**COMMENTS:**

The above transfer has been appropriated by the Board of Commissioners by previous resolution and may be less than the full amount appropriated in the source fund. The appropriating action was by:

- [ ] Appropriation Act
- [x] Budget Resolution
- [ ] Transfer Resolution

The County Treasurer is to complete the transfer within three business days following the date of this authorization order. A copy of the executed transfer is to be issued to the County Clerk. Should the County Treasurer be unable to complete the transfer, in whole or in part, within the time prescribed, a statement will be sent to the authorizing party within the same time limit, giving reason why the transfer can not be completed.

- [ ] By direction of the Board
- [ ] By direction of the Finance Committee

**Date:** 8/29/2019

*Chairman*

*Finance Chairperson*
**County of Osceola**

**BUDGET AMENDMENT**

**TO:** County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

**FUND:**
- General
- 245 Capital
- Special Revenue
- Debt Service
- Other

**REVENUE:**

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**EXPENSES:**

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**EXPLANATION:** Pay for BSA A Support for Adulting Tax Program
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

The County Treasurer is hereby directed to transfer funds in the following manner:

<table>
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<tr>
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<th>BUDGETED</th>
<th>TRANSFER</th>
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<tbody>
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<td>FROM:</td>
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<td>TO:</td>
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</table>

COMMENTS: To pay for BSA support fee for Delray Tax Program

The above transfer has been appropriated by the Board of Commissioners by previous resolution and may be less than the full amount appropriated in the source fund. The appropriating action was by:

( ) Appropriation Act
( ) Budget Resolution
(✓) Transfer Resolution

The County Treasurer is to complete the transfer within three business days following the date of this authorization order. A copy of the executed transfer is to be issued to the County Clerk. Should the County Treasurer be unable to complete the transfer, in whole or in part, within the time prescribed, a statement will be sent to the authorizing party within the same time limit, giving reason why the transfer can not be completed.

(✓) By direction of the Board
( ) By direction of the Finance Committee

Date: 8-25-2019

Chairman

Finance Chairperson
Meeting Called to Order by Chairperson Gregory at 12:09 p.m.

Members Present: Commissioners Mark Gregory, Jack Nehmer and Jim Custer

Members Absent: Commissioner Roger Elkins

Others: Maintenance Working Supervisor Brad Halladay, Sheriff Justin Halladay, Ed Williams (incoming appointed Sheriff) and County Coordinator Susan Vander Pol

Additions or Deletions: None.

Motion by Commissioner Nehmer, seconded by Commissioner Custer to approve the agenda. Motion was unanimously supported.

Public Comments - None.

Employee Comments - None.

Motion by Commissioner Nehmer, seconded by Commissioner Custer to approve the minutes of May 7, 2019. Motion was unanimously supported.

Addition on Main Courthouse – Brad Halladay provided information on the progress for the main courthouse entrance and electrical renovations for equipment installation. Discussion was held on expanding the video camera system to include the new entrance and hallway angles.

Security Equipment and Buildings – Susan Vander Pol provided an update on the schedule for delivery of the walk-through metal detector. Discussion was held on purchasing hand held metal detectors and applying for RAP grants through MMRMA for possible grant funding. Video systems will also be reviewed for purchase at the Commission on Aging locations. Brad Halladay will contact Brooks Security to explore video options that may work with the security systems installed. An x-ray machine may need to be purchased to work in conjunction with the walk-through security system.

Additional discussion was held on security options for the Annex and other county buildings. Items discussed were:

- Costs of necessary renovations for the Annex Building for security, such as installation of an elevator, upgrade of electric and heating/boiler systems, employee and public entrances.
- Security staffing and costs associated for personnel to provide security for the courts and building entrances. State Court Administrator’s Office recommended court security for facilities.
- Maintenance staff expenses for maintaining older facilities and the original purpose of the facility (hospital) and challenges the building’s structure and multiple entrances presents.
- Duplication of security services and operational costs in maintaining two court buildings and potential efficiencies that could be obtained from consolidating offices currently housed in two buildings into one new facility.

Security Services Bids – Justin Halladay and Susan Vander Pol provided an update on the bids received for security services. The bids are in process of being reviewed and a summary will be presented of the proposals. Ed Williams also provided some information on services he is familiar with. A recommendation is anticipated to be provided to the Board at the second meeting in September.
Security Processing and Use of Building Policies – Discussion was held on policies and procedures that will need to be developed that provides direction for employees and how the security screening process will be implemented. Other counties will be contacted to find out if they have building security, how their processes operate and to obtain sample policies. If the employees have a separate entrance from the general public, some building renovations may be required.

Board Comments – None.

Extended Public Comments – None.

Motion by Commissioner Nehmer, seconded by Commissioner Custer to adjourn at 1:43 p.m.

Respectfully submitted,

[Signature]

Osceola County Coordinator
August 21, 2019

Mark A. Watkins
County of Osceola
22054 Professional Drive, Ste B
Reed City, MI 48677

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2019 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed Subrecipient Checklist to our office at the following address:

Attn: Ms. Alyssa Duhr-Vannelli
Emergency Management and Homeland Security Division
Michigan Department of State Police
PO Box 30634
Lansing, Michigan 48909

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 and Homeland Security, 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 2019 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned no later than October 20, 2019. If this requirement is not met, this grant agreement will be invalid after October 20, 2019, unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Capt. Emmitt McGowan, Commander
Emergency Management and Homeland Security Division

Enclosures (8)
SUBRECIPIENT CHECKLIST

FY 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANTS
(EMPG)
GRANT AGREEMENT

CFDA No: 97.042

Submit the following items as necessary to: Attention: Ms. Alyssa Duhr-Vannelli
Emergency Management and Homeland Security Division,
Michigan State Police,
P.O. Box 30634, Lansing, Michigan 48909

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

☐ 1. Grant Agreement. There are two identical grant agreements enclosed. Please sign both, but retain one signed document for your records and return the other signed document.

☐ 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 Alyssa Duhr-Vannelli
At 517-284-3943 or DuhrVannelliA@michigan.gov
### Michigan State Police Emergency Management and Homeland Security Division

#### Grant Agreement

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<td><strong>SUBRECIPIENT NAME</strong></td>
<td><strong>SUBRECIPIENT NAME</strong></td>
</tr>
<tr>
<td>County of Osceola</td>
<td><strong>GRANT NAME</strong></td>
</tr>
<tr>
<td><strong>SUBRECIPIENT IRS/VENDOR NUMBER</strong></td>
<td><strong>SUBRECIPIENT IRS/VENDOR NUMBER</strong></td>
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<td><strong>FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)</strong></td>
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<td>072578016</td>
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<td>7/24/2019</td>
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<td><strong>PERFORMANCE PERIOD</strong></td>
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<td>2019 Emergency Management Performance Grants</td>
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<th><strong>DETAILS</strong></th>
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<tr>
<td>The 2019 EMPG allocation is 35.69% 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 percent of the total budget.</td>
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<tr>
<th><strong>FEDERAL AWARDING AGENCY</strong></th>
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<tbody>
<tr>
<td>Grant Operations</td>
<td>PO Box 30634</td>
</tr>
<tr>
<td>245 Murray Lane – Building 410, SW</td>
<td>Lansing, MI 48909</td>
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<tr>
<td>Washington DC 20528-7000</td>
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<tr>
<th><strong>FUNDING</strong></th>
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<tr>
<td>Federal Funds Obligated by this Action</td>
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<tr>
<td>Total Federal Funds Obligated to Subrecipient</td>
<td>$23,557.00</td>
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<tr>
<td>Total Amount of Federal Award</td>
<td>$8,971,802</td>
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This Fiscal Year (FY) 2019 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 OSCEOLA (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 2019 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 2019 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 2019 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2019 EMPG Notice of Funding Opportunity (NOFO) and the FEMA Preparedness Grants Manual located at https://www.fema.gov.

II. Statutory Authority


Appropriation authority is provided by the Department of Homeland Security Appropriations Act, 2019, (Pub. L. No. 116-6).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2019 EMPG NOFO located at http://www.fema.gov/grants; the Michigan Emergency Management Act

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


III. Award Amount and Restrictions

A. The County of Osceola is awarded $23,557.00 under the FY 2019 EMPG. The Recipient determined the Subrecipient's EMPG allocation as 35.69% of the Subrecipient's local emergency manager's salary and fringe benefits. 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 2019 EMPG covers eligible costs from October 1, 2018 to September 30, 2019. 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 organization costs. No other expenditures are allowed. If organization costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.

D. The FY 2019 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 2019 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 no less than three exercises in a 12 month period, consistent with the requirements outlined in the EMPG Guidebook. The EMPG Guidebook (EMD-PUB 208) is located at: www.michigan.gov/emhsd under Grant Programs & Publications.

EMPG programs are required to complete a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) 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 2019 EMPG NOFO, located at: www.fema.gov/grants; the Agreement Articles Applicable to Subrecipients: Fiscal Year 2019 Emergency Management Performance Grants, included with the grant agreement package for reference; the EMPG Guidebook (EMD-PUB 208), located at www.michigan.gov/emhsd under Grants Programs & Publications; and the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291.

C. 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

D. 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 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31).

E. 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.

F. Appoint an emergency management program manager who is able to assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
G. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.

H. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager’s position.

I. 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.

J. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.

K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.

L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as EMHSD-007 - EMPG Quarterly Billing. 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 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.

M. 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.

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

O. Maintain a valid Data Universal Numbering System (DUNS) number at all times during the performance period of this grant.

P. 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.
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 2019 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 2019 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2019 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs & Publications, EMPG Publications

B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.

C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2019 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 EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. 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 2019 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator.

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 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, 2018 to September 30, 2019. 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 package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. 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.

<table>
<thead>
<tr>
<th>Subrecipient Name</th>
<th>Subrecipient’s DUNS Number</th>
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For the Chief Elected Official

<table>
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<tr>
<th>Printed Name</th>
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For the Local Emergency Manager

<table>
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<tr>
<th>Printed Name</th>
<th>Title</th>
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<th>Date</th>
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For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

<table>
<thead>
<tr>
<th>Capt. Emmitt McGowan, Commander</th>
<th>Deputy State Director of Emergency Management and Homeland Security</th>
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<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
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Signature

Date

8/12/19
## SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

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<th>Subrecipient:</th>
<th>County:</th>
<th>DUNS #:</th>
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### Authority
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.

### Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
   - □ No grants
   - □ 1-3 grants
   - □ 4-5 grants
   - □ 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
   - □ 0-25% of staff
   - □ 26-50% of staff
   - □ 51-75% of staff
   - □ 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
   - □ Yes
   - □ No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? *(Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)*
   - □ Never Audited or No
   - □ Unsupported costs (lack of documentation)
   - □ Unreasonable use of funds
   - □ Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
   - □ Yes
   - □ No

### Certification

*I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.*

Authorized Representative Signature:  
Date:  

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).


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
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 subrecipients 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 67.820—

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.

<table>
<thead>
<tr>
<th>I. Program Information</th>
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<tbody>
<tr>
<td>Program Name</td>
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<tr>
<th>II. Subrecipient Information</th>
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<tr>
<td>Subrecipient Name</td>
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<td>Street Address</td>
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<th>III. Certification for Fiscal Year</th>
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<tr>
<td>Subrecipient Fiscal Year Period:</td>
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<tr>
<td>□ 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.</td>
</tr>
<tr>
<td>□ 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.</td>
</tr>
</tbody>
</table>

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

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

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.
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

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)

5. Address (number, street, and apt. or suite no.) See instructions.

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.

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

Date

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), individual taxpayer identification number (ITIN), 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 301.7701-1.

**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, 1994) 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) 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 understand certain conditions with hold 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 accounts held by 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.
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 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 owner’s name is required to be provided on line 1. If the direct owner of the entity is a disregarded entity, enter the owner’s name as shown on your business, trade, or “doing business as” (DBA) name on line 2.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ you filed with your application.

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 owner’s name is required to be provided on line 1. If the direct owner of the entity is a disregarded entity, enter the owner’s name as shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

f. Disregarded entity's name. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 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 THEN check the box for . . .

- Corporation Corporation
- Individual Individual/sole proprietor or single-member LLC
- Sole proprietorship, or LLC treated as a partnership for U.S. federal tax purposes,
- Single-member limited liability company (LLC) owned by an individual and disregarded 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.
- 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(9)(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.

<table>
<thead>
<tr>
<th>IF the payment is for...</th>
<th>THEN the payment is exempt for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>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.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000¹</td>
<td>Generally, exempt payees 1 through 5²</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

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 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 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. You will be subject to backup withholding on all such payments until you provide your TIN 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.

**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
   - The actual owner of the account or, if combined funds, the first individual on the account
   - Each holder of the account

2. Two or more individuals (joint account) other than an account maintained by an FFI
   - The minor
   - The grantor-trustee
   - The actual owner
   - The owner
   - The grantor

3. Two or more U.S. persons (joint account maintained by an FFI)
   - The minor
   - The grantor-trustee
   - The actual owner
   - The owner
   - The grantor

4. Custodial account of a minor (Uniform Gift to Minors Act)
   - The minor
   - The actual owner
   - The owner
   - The grantor

5. a. The usual revocable savings trust (grantor is also trustee)
   - The minor
   - The grantor-trustee
   - The actual owner
   - The owner
   - The grantor

   b. So-called trust account that is not a legal or valid trust under state law
   - The minor
   - The actual owner
   - The owner
   - The grantor

6. Sole proprietorship or disregarded entity owned by an individual
   - The minor
   - The actual owner
   - The owner
   - The grantor

7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(5)(i)) (A)
   - The minor
   - The actual owner
   - The owner
   - The grantor

**For this type of account:**

**Give name and EIN of:**

1. 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

2. 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))
   - The trust

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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 1-800-908-4490.

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 877-438-4338. 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 2019 Emergency Management Performance Grants

Article I - Whistleblower Protection Act
All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article II - Use of DHS Seal, Logo and Flags
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article IV - Rehabilitation Act of 1973
Recipients 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 V - Trafficking Victims Protection Act of 2000
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article VI - Terrorist Financing
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

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

Article VIII - Reporting Subawards and Executive Compensation
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

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

Article X - Notice of Funding Opportunity Requirements
All of 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 terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XI - Non-supplanting Requirement
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article XII - Lobbying Prohibitions

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

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

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

Article XIV - Hotel and Motel Fire Safety Act of 1990


Article XV - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 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. § 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 XVI - Best Practices for Collection and Use of Personally Identifiable Information (PII)

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

Article XVII - Americans with Disabilities Act of 1990


Article XVIII - Age Discrimination Act of 1975

Recipients 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 XIX - Activities Conducted Abroad

All recipients 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 XX - Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXI - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article XXII - Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article XXIII - False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

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

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

Article XXVII - Drug-Free Workplace Regulations

Article XXVIII - Debarment and Suspension
Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by D.H.S. 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 XXIX - Copyright
Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXX - Civil Rights Act of 1968
Recipients 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 recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXI - Civil Rights Act of 1964 - Title VI
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article XXXII - DHS Specific Acknowledgements and Assurances
All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

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

5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool.

Article XXXIII – National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXIV – 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. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article XXXV – Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activates currently or previously supported by DHs/FEMA, you must request instructions from DHS/FEMA to make proper disposition for the equipment pursuant to 2 C.F.R. Section 200.313.

4
This Transfer of Ownership Agreement ("Ownership Agreement") is executed by and between the West Michigan Shoreline Regional Development Commission (WMSRDC), 316 Morris Avenue, Suite 340, Muskegon, MI 49440 and Osceola County, 301 W. Upton Avenue, Reed City, MI 49677.

In consideration of the mutual promises, obligations, representations, and assurances in this Ownership Agreement, the WMSRDC and Political Subdivision agree to the following terms and conditions:

1. **Transfer of Title:**
   - Pursuant to the 2016 Homeland Security Grant Program Intergovernmental Agreement, the WMSRDC purchased the following Equipment with 2016 Homeland Security Grant Program funds as directed by the Region 6 Homeland Security Governing Board.
     
     **PO# 803**
     
     1 – Motorola APX 4000 Portable, S/N 426CUZ6919 (EMD Portable 4)  
     1 – Motorola APX 4000 Portable, S/N 426CUZ6918 (EMD Portable 5)  
     1 – Motorola APX 1000 Portable, S/N 652CUZ6643 (IMT Portable 11)  
     1 – Motorola APX 1000 Portable, S/N 652CUZ6644 (IMT Portable 12)  
     1 – Motorola APX 1000 Portable, S/N 652CUZ6645 (IMT Portable 13)  
     1 – Motorola APX 6500 Mobile, S/N 652CUZ0181 (EOC Station 1)  
     1 – Motorola APX 6500 Mobile, S/N 652CUZ0180 (EOC Station 2)
   - The WMSRDC grants all right, title, and interest to the Equipment to the Political Subdivision.

2. **Acceptance of Equipment:**
   - By signing this Ownership Agreement, the Political Subdivision accepts the Equipment in its current condition, "AS IS," acknowledges that it had an opportunity to inspect the Equipment.
3. **WMSRDC Assurances:** The WMSRDC represents the following:

- The WMSRDC has full right and title to transfer ownership of the Equipment to the Political Subdivision.
- The WMSRDC has no knowledge of any judgments, liens, mortgages, pledges, claims, rights, security, interests, encumbrances, or any other adverse interests against the Equipment.
- To the extent possible, The WMSRDC transfers all warranties to the Equipment to the Political Subdivision.
- The WMSRDC shall notify each Political Subdivision at the end of the fiscal year of the dollar amount of Equipment that has been transferred to the Political Subdivision.

4. **Political Subdivisions Responsibilities:**

- Upon execution of this Ownership Agreement the Political Subdivision shall be solely responsible for the Equipment, including but not limited to the following:
  - Operation of the Equipment;
  - Maintenance and repair of the Equipment;
  - Replace or repair Equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
  - Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of Equipment;
  - Insurance for the Equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
  - Training for use of the Equipment, if training is not included with the purchase of the Equipment; and
  - Liability for all Claims arising out of the Political Subdivision's use of the Equipment.
- The Political Subdivision shall comply with and shall use the Equipment in accordance with the 2016 Homeland Security Grant Program Guidance.
The Political Subdivision shall keep the WMSRDC informed of the location of the Equipment. If the Equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the Equipment can be found. If the location of the Equipment changes, the Political Subdivision shall provide the new location to the WMSRDC immediately. The information required by this Section shall be provided to the WMSRDC upon execution of this Ownership Agreement and continue until three (3) years after the close of this Grant Program.

The Political Subdivision shall list all Equipment transferred to it pursuant to this Ownership Agreement on its Schedule of Expenditures of Federal Awards.

Except for Equipment that is disposable or expendable, the Political Subdivision shall inform the WMSRDC if it plans to dispose of the Equipment and work with the WMSRDC regarding any issues associated with disposal of the Equipment.

The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the Equipment, including but not limited to, costs for replacing the Equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

The Political Subdivision shall make the Equipment available to the WMSRDC and State and Federal Auditors upon request.

5. **No Third Party Beneficiaries.** Except as provided for the benefit of the Parties, this Ownership Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

6. **Discrimination.** The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

7. **Permits and licenses.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Ownership Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Ownership Agreement.

8. **Reservation of Rights.** This Ownership Agreement does not, and is not intended to, waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or legal right, privilege, power, obligation, duty, or immunity of the Parties.

9. **Delegation/Subcontract/Assignment.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Ownership Agreement without the prior written consent of the other Party.
10. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Ownership Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Ownership Agreement. No waiver of any term, condition, or provision of this Ownership Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Ownership Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Ownership Agreement.

11. **Severability.** If a court of competent jurisdiction finds a term, or condition, of this Ownership Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Ownership Agreement. All other terms, conditions, and provisions of this Ownership Agreement shall remain in full force.

12. **Captions.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Ownership Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Ownership Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Ownership Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

13. **Notices.** Notices given under this Ownership Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

- If notice is sent to the WMSRDC, it shall be addressed and sent to: Erin Kuhn, Executive Director, WMSRDC, 316 Morris Avenue, Suite 340, Muskegon, MI 49440.

- If notice is sent to the Political Subdivision, it shall be addressed to:

  Larry Emig, Chairman  
  Osceola County Board Of Commissioners  
  301 W. Upton Avenue,  
  Reed City, MI 49677

- Either Party may change the address and/or individual to which notice is sent by notifying the other Party in writing of the change.
14. **Governing Law.** This Ownership Agreement shall be governed, interpreted, and enforced by the laws if the State of Michigan.

15. **Agreement Modifications or Amendments.** Any modifications, amendments, recessions, waivers, or releases to this Ownership Agreement must be in writing and executed to by both Parties.

16. **Entire Agreement.** This Ownership Agreement represents the entire agreement and understanding between the Parties. This Ownership Agreement supersedes all other oral or written agreements between the Parties. The language of this Ownership Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The individual or official executing this Ownership Agreement certifies that by his or her signature that he or she is authorized to sign this Ownership Agreement and bind the Fiduciary and Political Subdivision to the terms and conditions of this Ownership Agreement.

Fiduciary:  **The West Michigan Shoreline Regional Development Commission**

________________________  _______________________
Erin Kuhn, Executive Director  Date

Political Subdivision:  **Osceola County**

________________________  _______________________
Osceola County Chairman Signature  Date

________________________  _______________________
Jack Nehmer  Type or Print Name

WMSRDC: 2016
### Alignment and Allowability Form

<table>
<thead>
<tr>
<th>1.A Subrecipient Name:</th>
<th>West Michigan Shoreline Regional Development Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.B Region:</td>
<td>6-Six</td>
</tr>
<tr>
<td>1.C Regional Fiduciary:</td>
<td>Yes</td>
</tr>
<tr>
<td>1.D Date Sent:</td>
<td>May 29, 2018</td>
</tr>
<tr>
<td>1.E Category:</td>
<td>Building a capability</td>
</tr>
<tr>
<td>1.F Subrecipient Point of Contact:</td>
<td>Christia Seals</td>
</tr>
<tr>
<td>1.G Subrecipient Email Address:</td>
<td><a href="mailto:cseals@wmsrdc.org">cseals@wmsrdc.org</a></td>
</tr>
<tr>
<td>1.H Subrecipient Phone Number:</td>
<td>(231) 722-7878 x 12</td>
</tr>
</tbody>
</table>

**Submit to:** EMID_HSP@michigan.gov  
**MSP/EMHS Tracking Number:** R6-2016-80-0064

**I.A Subrecipent Name;** West Michigan Shoreline Regional Development Commission  
**I.B Region:** 6-Six  
**I.C Regional Fiduciary:** Yes  
**I.D Date Sent:** May 29, 2018  
**I.E Category:** Building a capability

**1.F Subrecipient Point of Contact:** Christia Seals  
**1.G Subrecipient Email Address:** cseals@wmsrdc.org  
**1.H Subrecipient Phone Number:** (231) 722-7878 x 12

**I.A Grant Year:** 2016  
**2.B Grant Program:** HSGP-State Homeland Security Program

**2.C Investment Title:**  
**2.D Investment Project Number:** 5  
**2.E Investment Project Title:** Operational Communications Enhancement Project

**2.G Investment and Investment Project Alignment:**  
The FY16 Osceola County Interoperable Communications Radio Project aligns with FY16 State Investment #5: CBRNE Response Capabilities and Region 6 FY16 Investment Project #5: Operational Communications Enhancement Project which states Region 6 will continue to develop, sustain and/or enhance interoperable communications equipment and systems. Region 6 will continue expansion of MPSCS subscribers, reprogram and/or replace radios and expand-enhance interoperable communications capabilities.

This project aligns with this Investment and Regional Investment Project #5 (Operational Communications Enhancement Project) - As this project provides radios for the Osceola County Emergency Operations Center and other first responders to expand-enhance overall Interoperable communication capabilities.

**2.H Homeland Security Strategy (SHSS or RHSS) Goal:**  
**2.I Homeland Security Strategy (SHSS or RHSS) Objective:**  
**2.J Core Capability 1:** Response - Operational Communications  
**2.K Core Capability 2:** Response - Operational Coordination

**FOR MSP/EMHS USE ONLY:**  
<table>
<thead>
<tr>
<th>Investment Alignment Review:</th>
<th>Justification Accepted</th>
<th>Justification Denied</th>
<th>Reviewer/Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQ</td>
<td></td>
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<td>Cambridge 5/31/18</td>
</tr>
</tbody>
</table>

*** Please See Part III - Section 3.A - 3.J for the Allowability Review ***
Alignment and Allowability Form

Submitted to: EMD_HSGP@michigan.gov

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

3.A Solution Area: 
3.B AEL Number: 
3.C Detailed Description of Costs:

The following items are requested:

1. (4) Mobile 700/800 MHz Radios with limited keypad with Conventional P25 Option and Phase I Trunking @ $2,500.00 each (price includes shipping) x 4 = $10,000.00
   AELs: 06CP-01-MOBL, 21GN-00-SHIP

2. (10) Portable 700/800 MHz Radios with limited keypad with Conventional P25 Option and Phase I Trunking and included Battery Pack, Antenna, and Charger @ $2,000.00 each (Price Includes Shipping) x 10 = $20,000.00
   AELs: 06CP-01-PORT, 10BC-00-BATT, 06CP-03-TOWR, 10PE-01-PCHG, 21GN-00-SHIP

NOTE - Local non-grant funds will be used to cover costs/expenditures over the FY16 Osceola local grant allocation.

NOTE - All radios/equipment are portable or vehicle mounted. An EHP review will not be required.

NOTE - The above equipment or its equivalent is being requested.

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment</th>
<th>AEL Number</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobile 700/800 MHz Radios</td>
<td>06CP-01-MOBL, 21GN-00-SHIP</td>
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<td>$20,000.00</td>
</tr>
</tbody>
</table>

3.D Quantity: 
3.E Unit Cost: $30,000
3.F Total Cost: $30,000
Osceola County will utilize FY-15 HSGP local allocation funds to purchase 700/800 MHz portable and mobile radios with accessories to enhance & maintain interoperable communications necessary for coordination with first responders. These radios will provide reliable communications for local emergency services in Osceola County such as Fire/EMS/Emergency Management and other related Regional and State responders.

In the event of a terrorism suspected/related IED/CBRNE incident at a manufacturing facility - or other location in Osceola County - that requires multiple agency response; this equipment will provide/enhance operational communications and coordination capabilities. Public Safety disciplines who respond to incidents such as this - are responsible for the protection and preservation of life, property, evidence, and the environment. Interoperable communication capabilities are essential to carry out their missions.

The intended outcome of this project is more efficient/enhanced operational communications, which is essential for a well-coordinated Emergency Response, by enhancing the ability for local emergency services (Fire Departments, EMS, Emergency Management) to communicate with the emergency response community and establish/maintain interoperable voice communications between response personnel during an event. This includes enhanced communication capabilities locally, regionally, and throughout the State of Michigan during critical multi-jurisdictional responses, utilizing the MPSCS 800 MHz Statewide Radio System during large-scale emergencies and disasters including CBRNE/terrorist incidents.

This project will purchase first-time 800MHz radios for local fire departments.

3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible to ensure that the maximum personnel cap amount is not exceeded. No

3.I EHP: Will there be ANY construction, renovation, and/or installation involved with this project regardless of funding source? No

Environmental and Historic Preservation Compliance. The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, and installation projects must comply with EHP. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project.

Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

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

5/31/2018
Alignment and Allowability Form Revised October 2017
Submit to EMS_HSGP@michigan.gov

<table>
<thead>
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<th>Part IV - TRAINING SECTION</th>
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<tbody>
<tr>
<td>MSP/EMHSD Tracking Number: R6-2016-80-0054</td>
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<tr>
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<th>4.C Level of Training:</th>
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<th>4.E Sponsoring Jurisdiction:</th>
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<th>4.H Training Provider:</th>
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<th>4.I Point of Contact:</th>
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<table>
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<th>4.J Email:</th>
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<th>4.K Address:</th>
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<table>
<thead>
<tr>
<th>4.L Phone:</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

**PLEASE NOTE:** Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD. This form shall be provided with reimbursement requests to establish linkage between cost documents provided and grant allowability guidance.

FOR MSP/EMHSD USE ONLY:

Date AAF Received by MSP/EMHSD: [ ]
Date Additional Information Requested: [ ] Yes [ ] No
Date Additional Information Received: [ ]

Grant Allowability Review: [ ] Justification Accepted [ ] Justification Denied

MSP/EMHSD REVIEWER: [ ]
Date: [ ]

Justification accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowable under the grant program chosen in section 2.B based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.B. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD.

5/31/2018
06CP-01-MOBL - Radio, Mobile

Description:
Mobile radio equipment, deployed in/on vehicles, or can also be deployed as temporary base stations.

Grant Notes:
This section includes equipment and systems that provide connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. When utilizing FEMA program funds in the category of Interoperable Communications Equipment to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive interoperable communications plan before procurement decisions are made. Grant funds may be used to cover only those services provided during the grant project period. Grantees are reminded that supplanting of previously planned or budgeted activities is strictly prohibited. Grantees should coordinate with their assigned FEMA preparedness officer to determine the appropriate allowable cost category for these purchases.

FEMA Related Grant Programs:
- Amtrak - (IPR - Amtrak)
- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Operation Stonegarden (OPSG)
• Port Security Grant Program (PSGP)
• State Homeland Security Program (SHSP)
• Tribal Homeland Security Grant Program (THSGP)
• Transit Security Grant Program (TSGP)
• Urban Areas Security Initiative Program (UASI)
• Homeland Security Grant Program (HSGP)

Standardized Equipment List
For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the Interagency Board's Standardized Equipment List site (https://iabsel.battelle.org/SELint.aspx).
You may also access 06CP-01-MOBL directly here (https://iabsel.battelle.org/SELDetail.aspx?DocumentId=06CP-01-MOBL). Note: some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders
For market survey reports, visit the System Assessment and Validation for Emergency Responders site (http://www.firstresponder.gov/SAVER/Pages/Savers.aspx?ss=Saver). To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.
FEMA

21GN-00-SHIP - Shipping

Description:
Shipping costs for equipment purchased with grant funding.

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

Standardized Equipment List
For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the Interagency Board's Standardized Equipment List site (https://iabsel.battelle.org/SELint.aspx). You may also access 21GN-00-SHIP directly here (https://iabsel.battelle.org/SELDetail.aspx?DocumentId=21GN-00-SHIP). Note: some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders
For market survey reports, visit the System Assessment and Validation for Emergency Responders site
06CP-01-PORT - Radio, Portable

**Description:**
Individual/portable radio transceivers.

**Grant Notes:**
This section includes equipment and systems that provide connectivity and electrical interoperability between local and Interagency organizations to coordinate CBRNE response operations. When utilizing FEMA program funds in the category of Interoperable Communications Equipment to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive Interoperable communications plan before procurement decisions are made. Grant funds may be used to cover only those services provided during the grant project period. Grantees are reminded that supplanting of previously planned or budgeted activities is strictly prohibited. Grantees should coordinate with their assigned FEMA preparedness officer to determine the appropriate allowable cost category for these purchases.

**FEMA Related Grant Programs:**
- Amtrak - (IPR - Amtrak)
- Emergency Management Performance Grants (EMPG)
- Intercity Bus Security Grant Program (IBSGP)
- Operation Stonegarden (OPSG)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Areas Security Initiative Program (UASI)
- Homeland Security Grant Program (HSGP)

**Standardized Equipment List**
For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the Interagency Board's Standardized Equipment List site (https://iabsel.battelle.org/SEList.aspx). You may also access 06CP-01-PORT directly here (https://iabsel.battelle.org/SELDetail.aspx?DocumentId=06CP-01-PORT). Note: some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

**System Assessment and Validation for Emergency Responders**
For market survey reports, visit the System Assessment and Validation for Emergency Responders site (http://www.firstresponder.gov/SAVER/Pages/Savers.aspx?s=Saver). To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.
10BC-00-BATT - Batteries, All Types, Sizes

Description:
Batteries for all recommended equipment. Types including, but not limited to Alkaline, Nickel-Cadmium (Ni-CAD), Nickel Metal Hydride (NiMH), Lithium (Li-lon). Form factors such as AA, AAA, C and D cells, 9-Volt, Clamshell.

Grant Notes:
For use only with allowable equipment.

FEMA Related Grant Programs:
- Amtrak - (IPR - Amtrak)
- Emergency Management Performance Grants (EMPG)
- Operation Stonegarden (OPSG)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Areas Security Initiative Program (UASI)
- Homeland Security Grant Program (HSGP)

Standardized Equipment List
For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the Interagency Board's Standardized Equipment List site (https://iabsel.battelle.org/SEList.aspx).
06CP-03-TOWR - Systems, Antenna and Tower

Description:
Fixed and portable.

Grant Notes:
This section includes equipment and systems that provide connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. When utilizing FEMA program funds in the category of Interoperable Communications Equipment to build, upgrade, enhance, or replace communications systems, grantees and sub-grantees should develop a comprehensive Interoperable communications plan before procurement decisions are made. Grant funds may be used to cover only those services provided during the grant project period. Grantees are reminded that supplanting of previously planned or budgeted activities is strictly prohibited. Grantees should coordinate with their assigned FEMA preparedness officer to determine the appropriate allowable cost category for these purchases.

FEMA Related Grant Programs:
- Environmental Planning and Historic Preservation (EHP)
- Amtrak - (IPR - Amtrak)
- Emergency Management Performance Grants (EMPG)
- Homeland Security Grant Program (HSGP)
- Intercity Bus Security Grant Program (IBSGP)
- Operation Stonegarden (OPSG)
- Port Security Grant Program (PSGP)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Transit Security Grant Program (TSGP)
- Urban Areas Security Initiative Program (UASI)

**Standardized Equipment List**
For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the Interagency Board's Standardized Equipment List site (https://iabsel.battelle.org/SELInt.aspx). You may also access 06CP-03-TOWR directly here (https://iabsel.battelle.org/SELDetail.aspx?DocumentId=06CP-03-TOWR). Note: some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

**System Assessment and Validation for Emergency Responders**
For market survey reports, visit the System Assessment and Validation for Emergency Responders site (http://www.firstresponder.gov/SAVER/Pages/Savers.aspx?Saver). To search for an equipment item, use the same Authorized Equipment List item number. Note: some equipment items may not have market survey reports.
10PE-01-PCHG - Chargers, Phone and Radio

Navigation

Description:
Chargers for recharging portable and handheld communications equipment such as cellular phones, satellite phones, smart phones, and handheld radio and walkie-talkies.

FEMA Related Grant Programs:
- Urban Area Security Initiative Program (UASI)
- State Homeland Security Program (SHSP)

Standardized Equipment List
For more information on operating considerations, mandatory and applicable standards, and training requirements, visit the Interagency Board’s Standardized Equipment List site (https://iabsel.battelle.org/SELint.aspx). You may also access 10PE-01-PCHG directly here (https://iabsel.battelle.org/SELDetail.aspx?DocumentId=10PE-01-PCHG). Note: some equipment items on the Authorized Equipment List may not be listed on the Standardized Equipment List.

System Assessment and Validation for Emergency Responders
For market survey reports, visit the System Assessment and Validation for Emergency Responders site (http://www.firstresponder.gov/SAVER/Pages/Savers.aspx?aspx+s=Saver). To search for an equipment item, use the same Authorized Equipment List item number.
Homeland Security Certification of Goods Received - FY GRANT 16

As the ordering/receiving local political subdivision authorized by the Region VI Homeland Security Governing Board

OSCEOLA COUNTY

Local Political Subdivision

Hereby certifies that it is in receipt of (list quantity, description, model number, serial number)

<table>
<thead>
<tr>
<th>Quan</th>
<th>Description and Model #</th>
<th>Serial #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Motorola APX 4000 Portable</td>
<td>426CUZ6919 - EMD Portable 4</td>
</tr>
<tr>
<td>1</td>
<td>Motorola APX 4000 Portable</td>
<td>426CUZ6918 - EMD Portable 5</td>
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<tr>
<td>1</td>
<td>Motorola APX 1000 Portable</td>
<td>652CUZ6643 - IMT Portable 11</td>
</tr>
<tr>
<td>1</td>
<td>Motorola APX 1000 Portable</td>
<td>652CUZ6644 - IMT Portable 12</td>
</tr>
<tr>
<td>1</td>
<td>Motorola APX 1000 Portable</td>
<td>652CUZ6645 - IMT Portable 13</td>
</tr>
<tr>
<td>1</td>
<td>Motorola APX 6500 Mobile</td>
<td>652CUZ0181 - EOC Station 1</td>
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<tr>
<td>1</td>
<td>Motorola APX 6500 Mobile</td>
<td>652CUZ0180 - EOC Station 2</td>
</tr>
</tbody>
</table>

As detailed on Purchase Order Number:

And authorized the West Michigan Shoreline Regional Development Commission as the Region 6 Homeland Security Planning Board Fiduciary to process payment.

Any discrepancies that would prevent payment in full as listed on the Purchase Order are as follows:

The individual or officer signing this Certification confirms that by his or her signature, he or she is authorized to sign this Certification on behalf of the Local Political Subdivision he or she represents.

Osceola County

Local Political Subdivision

April 12th, 2019

Name/Signature

Title

WMSRDC:2013
INVOICE

TOTAL INVOICE AMOUNT: $16,685.00
MOTOROLA INVOICE NUMBER: 16031676
INVOICE DATE: 10/03/2019
PAYMENT DUE: 02/09/2019
CUSTOMER ACCOUNT NUMBER: 1036397653 0005
PURCHASE ORDER DATE: 12/10/2018

BILL TO
OSCEOLA COUNTY EMERGENCY MANAGEMENT
OSCEOLA COUNTY
22054 PROFESSIONAL DRIVE ST B
REED CITY, MI 49677

SHIP TO
CHROUCH COMMUNICATIONS INC
Mark A. Watkins
6644 MILE RD
MECOSTA, MI 49332

For questions concerning this Invoice please contact Motorola at: 1-888-567-7547

Motorola Solutions, Inc. Federal Tax Id: 36-1115000

Payment Terms: NET 30 DAYS FROM INVOICE DATE
Sales Order Number: OS53180080609
Ultimate Destination: OSCEOLA COUNTY EMERGENCY MANAGEMENT, 22054 PROFESSIONAL DRIVE ST B, REED CITY, MI 49677

Payment Coupon

<table>
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<th>Amount Paid</th>
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<tbody>
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<td>$16,685.00</td>
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</tbody>
</table>

Detach here and return bottom portion with your payment.

INVOICE NUMBER CUSTOMER ACCOUNT NUMBER PAYMENT DUE
16031676 1036397653 0005 02/09/2019

Please put your Invoice Number and your Customer Account Number on your check for prompt processing.

OSCEOLA COUNTY EMERGENCY MANAGEMENT
OSCEOLA COUNTY
22054 PROFESSIONAL DRIVE ST B
REED CITY, MI 49677

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<td>2,135.20</td>
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<td>1c</td>
<td>QA02756</td>
<td>2</td>
<td>EXTREME NOISE REDUCTION</td>
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<td>0.00</td>
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<td>1d</td>
<td>H842</td>
<td>2</td>
<td>ENH: 3600 OR 9600 TRUNKING BAUD SIN</td>
<td>17.00</td>
<td>34.00</td>
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<td>1e</td>
<td>QA01633</td>
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<td>3,257.88</td>
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<td>2,182.80</td>
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<td>2b</td>
<td>QA05100</td>
<td>3</td>
<td>ENH: STD WARRANTY APPLIES-NO SFS</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>3</td>
<td>M25UR59PW1</td>
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<td>APX6500 7/800 MHZ MID POWER MOBILE SERIAL NUMBERS</td>
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<td>3,315.68</td>
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(Continued on Next Page)
**INVOICE**

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<th>Unit Price</th>
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<td>652CUZO180 through 652CU20181</td>
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<td>587.52</td>
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<tr>
<td>3b</td>
<td>660</td>
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<td>ADD: DASH MOUNT</td>
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<td>170.00</td>
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<tr>
<td>3c</td>
<td>W382</td>
<td>2</td>
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<td>114.92</td>
<td>229.84</td>
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<tr>
<td>3d</td>
<td>G605100</td>
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<td>ADD: STD WARRANTY - N\D ESSENTIAL</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>3e</td>
<td>G444</td>
<td>2</td>
<td>ADD: APX CONTROL HEAD SOFTWARE</td>
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<td>0.00</td>
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<tr>
<td>3f</td>
<td>G89</td>
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<td>ADD: NO RF ANTENNA NEEDED</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3g</td>
<td>G142</td>
<td>2</td>
<td>ADD: NO SPEAKER NEEDED</td>
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<td>0.00</td>
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<tr>
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<td>ADD: NO GPS ANTENNA NEEDED</td>
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<td>0.00</td>
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<tr>
<td>3i</td>
<td>QA02756</td>
<td>2</td>
<td>ENH: 9600 OR 3600 SINGLE SYSTEM DIG</td>
<td>1,067.60</td>
<td>2,135.20</td>
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</tbody>
</table>

**SUBTOTAL** 16,685.00

**Carrier**: FED

**PLEASE PAY THIS AMOUNT (PAYMENT DUE: 02/09/2019)** 16,685.00
Purchase Order

PO#: 803
Date: 12/03/2018
Ship to: Osceola County Emergency Mngt.
Mark Watkins
22054 Professional Dr.
Ste. B
Mecosta, MI 49677
Ship Via: 

Requestor: 1980 Seals, Christia
Date Requested by: 
Remarks: 2016-80-0064 Osceola Radios
Phone: 
Acct: 

<table>
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<tr>
<th>Quantity</th>
<th>Description</th>
<th>Per Unit $</th>
<th>Total Cost</th>
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<tbody>
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<td>2414.7000</td>
<td>4,829.40</td>
</tr>
<tr>
<td>3.00</td>
<td>Motorola APX 1000 7/800mhz Portable</td>
<td>1810.0000</td>
<td>5,430.00</td>
</tr>
<tr>
<td>2.00</td>
<td>Motorola APX 6500 7/800mhz Mobiles</td>
<td>3212.8000</td>
<td>6,425.60</td>
</tr>
</tbody>
</table>

Line Distribution: 0801620 70012
Obligation: 16,685.00
Expended: 0.00

Total Amount: 16,685.00

Authorized Signature: [Signature]
Date: 1-15-19

Taxes: 0.00
Shipping: 0.00
Totals: 16,685.00
Please find attached the transfer of ownership for your signature. Additionally attached is the support showing purchase process for your equipment.

Syndi Copeland, Executive Assistant  
West Michigan Shoreline Regional Development Commission  
316 Morris Avenue, Suite 340  
Muskegon, MI 49440  
Phone: 231-722-7878, Ext. 10

“Spread love wherever you go. Let no one ever come to you without leaving happier.” – Mother Theresa
August 13, 2019

Jack Nehmer, Chairperson
Osceola County Commission
301 West Upton Avenue
Reed City, MI 49677

Dear Chairperson Nehmer:

The Community Mental Health for Central Michigan (CMHCM) Board of Directors submits for your review and consideration the below executive summary and correspondence outlining critical issues which threaten county governance over the public behavioral health system.

**Executive Summary**

On June 28, 2019, the Michigan Department of Health and Human Services (MDHHS) gave notice to terminate the specialty Prepaid Inpatient Health Plan (PIHP) state contract with the Lakeshore Regional Entity (LRE) on September 30, 2019 for alleged 'mismanagement'.

Preserve the local governance structure: MDHHS is in process to replace the PIHP Board of Directors – a violation of state law. County boards of commissioners are authorized to form the regional entity (MCL 330.1204b).

Provide LRE-Beacon Health Options public-private agreement more time to advance the turnaround plan: This unique model just began this calendar year and MDHHS is not affording sufficient time to develop.

Revenue outlook is dramatically improving for LRE: MDHHS has announced (1) the largest rate increase in the state (7.6% preliminary) for the LRE Region in FY20, (2) an unprecedented risk pool contribution is planned for FY20, and (3) $49.8M in Supplemental Medicaid funding is under consideration to offset FY19 shortages experienced by all PIHPs. The June 28, 2019, MDHHS termination notice to LRE is counterintuitive to the newly emerging revenue enhancements that would advance the LRE-Beacon collaborative effort. The timing of these overdue revenue enhancements coinciding with the MDHHS announcement of the private for-profit Beacon Health Options assumption of the region is deeply concerning.

In conclusion, CMHCM strongly urges MDHHS to (1) preserve the local governance structure, (2) give the LRE-Beacon public-private agreement more time to advance the turnaround plan and join them at the table, and (3) invest the revenue increases for FY19 and FY20 into the advancement of the LRE-Beacon collaborative agreement.

**County Board of Commissioners Call to Action**

CMHCM respectfully requests the support of the Osceola County Board of Commissioners through adoption of the enclosed draft Resolution to Express Opposition to Termination of State Contract with the Lakeshore Regional Entity.

Sincerely,

Linda Howard, Chairperson
CMHCM Board of Directors

---

Serving Clare, Gladwin, Isabella, Mecosta, Midland, and Osceola Counties

The George Rouman Center • 301 South Crapo • Suite 100 • Mt. Pleasant, MI 48858
(989) 772-5938 Voice • (989) 773-1968 Fax • (989) 773-2830 TTY
August 13, 2019

Robert Gordon
Director
Michigan Department of Health and Human Services
333 South Grand Avenue
Lansing, MI 48909

RE: LAKESHORE REGIONAL ENTITY

Dear Director Gordon:

The Board of Directors of Community Mental Health for Central Michigan (CMHCM) representing Clare, Gladwin, Isabella, Mecosta, Midland, and Osceola Counties is deeply concerned with the Michigan Department of Health and Human Services (MDHHS) June 28, 2019, notice to terminate the specialty Prepaid Inpatient Health Plan (PIHP) state contract with the Lakeshore Regional Entity (LRE) on September 30, 2019. The CMHCM Board of Directors, entirely comprised of appointees from its six County Commissions in accordance with the Michigan Mental Health Code, strongly opposes the discontinuation of the current publicly-appointed LRE Board, and calls upon MDHHS to accede to statutes codifying local public governance of the public behavioral health system.

CMHCM calls on MDHHS to observe the authority established in the county boards of commissioners to form a regional entity (MCL 330.1204b). Specifically, members of the CMH boards appointed by the county commissions are responsible for appointing members to the regional entity board.

CMHCM does not support the MDHHS proposed LRE board structure for FY20. The public behavioral health safety net is made strong through county governance over these past 50 years reflecting the wisdom of the Mental Health Code in stipulating current membership categories and proportions.

CMHCM encourages the MDHHS involvement in the turnaround of the fiscal distress experienced by LRE with the assistance of Beacon Health Options. The LRE-Beacon public-private collaborative model has not been afforded sufficient time to develop having just begun on January 1, 2019.

CMHCM is greatly concerned that after issuing the LRE contract termination notice for allegations of mismanagement, that MDHHS has announced the largest rate increase in the state (7.6% preliminary) for the LRE Region indicating that MDHHS recognizes that LRE has been underfunded.

CMHCM is concerned that MDHHS has failed to provide funding to PIHPs for a risk pool allowance as required by federal law for over 20 years. The unprecedented .75% planned risk pool contribution for FY20 is an acknowledgement by MDHHS of inadequate funding to all PIHPs to accumulate adequate risk reserves.
CMHCM acknowledges that the Michigan Legislature also recognizes systemic funding shortages in its consideration of $49.8M in Supplemental Medicaid funding to offset FY19 shortages experienced by all PIHPs. The June 28, 2019, MDHHS termination notice to LRE is counterintuitive to the actuarial finding that revenue enhancements are necessary this year.

CMHCM is concerned that the timing of these revenue enhancements after the announced private for-profit Beacon Health Options assumption of the region conveys a state-sponsored departure from over 50 years of effective local public governance which has proven critical to locally-driven services to our most vulnerable citizens.

In conclusion, CMHCM strongly urges MDHHS to (1) preserve the local governance structure, (2) give the LRE-Beacon public-private agreement more time to advance the turnaround plan and join them at the table, and (3) invest the revenue increases for FY19 and FY20 into the advancement of the LRE-Beacon collaborative agreement.

Sincerely,

Linda Howard
Chairperson
Board of Directors
Aug. 2, 2019

Mr. Robert Gordon
Director
Michigan Department of Health and Human Services
333 S. Grand Ave.
Lansing, MI 48909

RE: Lakeshore Regional Entity Developments

Director Gordon,

The Michigan Association of Counties (MAC) is deeply concerned by the process outlined in the Michigan Department of Health and Human Services (MDHHS) press release dated July 26, 2019 — specifically that portion of the process that calls for a new board to be established by MDHHS. The press release indicates eight appointments out of 15 members for the proposed new regional board would be made by MDHHS and not the region, counties, CMHSPs or communities served.

This would be a drastic departure from the current local governance structure — and a violation of the Mental Health Code.

Over the years, state legislation has transferred greater levels of responsibility for mental health services from the state to local governments. Rooted in the Mental Health Code, county boards create single- or multi-county community mental health (CMH) agencies, by an enabling resolution, and the community mental health services board is appointed by the county boards of commissioners. Further, the authority to form a regional entity (prepaid inpatient health plan) rests within the board of commissioners and, by extension, members of the CMH boards who appoint members to the regional entity board. The resulting PIHP boards are ultimately responsible to the served communities, their local CMHSPs and their counties.

MAC understands the department’s goal of having greater involvement in the management of the Medicaid benefit in the Lakeshore Regional Entity (LRE) Region; we welcome that opportunity, as does the LRE Board. MAC supports federal, state and county partnerships to optimize funding and policy to ensure optimal services are being provided to our most vulnerable citizens.

However, we cannot support the proposed board structure, and assert the local governance structure should be preserved.

The LRE has, in partnership with Beacon Health Options, created a promising public-private partnership. But the state is blocking implementation. This is unfortunate, as counties and the CMH local structure have been driven, due to severe underfunding by the state and allegations of “mismanagement,” to engage with private providers and create a solution to ensure no disruption in service for Medicaid consumers.
MAC encourages the state to allow this new public-private partnership to move forward and lead as an example of collaboration, rather than impede and cause more uncertainty for residents.

We encourage the department’s involvement in management, without eliminating local public control. The people we serve deserve local accountability by those they elect and to have the support of the state to maintain this unique and transparent structure recognized nationally over the past 50 years of development.

Respectfully,

Stephan W. Currie
Executive Director

SWC/mk
RESOLUTION TO EXPRESS OPPOSITION TO TERMINATION OF STATE CONTRACT WITH THE LAKESHORE REGIONAL ENTITY

WHEREAS, on June 28th the Michigan Department of Health and Human Services (MDHHS) notified the Lakeshore Regional Entity (LRE), its member Community Mental Health organizations, and the general public regarding its intent to terminate the specialty Prepaid Inpatient Health Plan contract with the LRE effective September 30, 2019; and

WHEREAS, this proposal, by the Michigan Department of Health and Human Services (MDHHS), causes a great deal of unnecessary chaos and conflict for the over 250,000 Medicaid recipients within the seven counties in Lakeshore Regional Entity; and

WHEREAS, this proposal eliminates local public governance of the public behavioral health system—one of the foundations of Michigan's nationally recognized behavioral health system for the past 50 years—and replaces it with a state-appointed advisory group; and

WHEREAS, this proposal does not get to the root cause of the fiscal distress of Lakeshore Regional Entity nor of the other Prepaid Inpatient Health Plans (PIHPs) facing such distress - inadequate funding over a sustained period. Without adequate funding, as required by the Michigan Mental Health Code and Michigan's Medicaid Plan, the Lakeshore system and others who have been underfunded - regardless of the greater involvement of the state in the operation of the local public system - will be unable to pay providers and provide behavioral healthcare services to persons entitled to such services; and

WHEREAS, a better plan could be achieved sooner, simpler, and more directly without eliminating the local public control of the public behavioral healthcare system in this region. This plan would include, MDHHS joining Lakeshore and Beacon Health Options a three-way contract co-managing the benefit in the region; and

WHEREAS, a three-way contract maintains the momentum already achieved by the Lakeshore/Beacon partnership; maintains the local public governance of the public behavioral health system; and prevents the unnecessary chaos that the MDHHS proposal would create; and

NOW THEREFORE BE IT RESOLVED, that the County of _________ requests that the Michigan Department of Health and Human Services (MDHHS) do not terminate its contract with the Lakeshore Regional Entity, thereby ensuring respect for the law and the rich history of Michigan's mental health system, which is clear in its intent to maintain a publicly governed mental health system.

BE IT FURTHER RESOLVED that copies of this resolution be provided to Governor Gretchen Whitmer, Senator Thomas Barrett, Representative Graham Filler, Michigan Department of Health and Human Services Director Robert Gordon, Behavioral Health and Developmental Disabilities Administration Deputy Director Dr. George Mellos, and the Michigan Association of Counties.
STATE OF MICHIGAN

COUNTY OF

I, ____________________________, Clerk of the County of ______ do hereby certify that the foregoing Resolution was duly adopted by the ______ County Board of Commissioners at the regular meeting held ____________ and is on file in the records of this office.

____________________ County Clerk
Greetings Susan,

Larry Emig asked I contact you regarding adding an agenda item for your next meeting. Glenn Bluhm is an appointed member on the Osceola County DHHS Board. Glenn’s term expires this year (Oct., '19). I spoke with Glenn and he has stated his desire to be reappointed for another term.

Would you be able to place this item on the Agenda for your next meeting?

Please let me know if you need anything further,

Darren Hengesbach
Mecosta-Osceola DHHS
800 Water Tower Road
Big Rapids MI 49307
Hengesbachd2@michigan.gov
231-796-4347