



Lapeer County Board of Commissioners

255 Clay Street, Suite 301
Lapeer, Michigan 48446
Phone: (810) 667-0366
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www.lapeercountymi.gov

COMMITTEE OF THE WHOLE

A-G-E-N-D-A

****SPECIAL LOCATION CHANGE TO THE HISTORIC COURTHOUSE****

October 12, 2023

9:00 A.M.

GENERAL BUSINESS

- CHAIRMAN **CALL TO ORDER**
- **ROLL CALL ATTENDANCE** BY CLERK
- **OPENING PRAYER** AND **PLEDGE OF ALLEGIANCE**
- APPROVAL OF THE **AGENDA**
- CONSIDERATION OF THE DRAFT **MINUTES** FROM THE **September 14, 2023** COMMITTEE OF THE WHOLE MEETING
- DISTRIBUTION AND REVIEW OF **OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS** AND **BUDGET AMENDMENTS** (*throughout the meeting*)
- **DEPARTMENT HEAD UPDATES** – (As needed, No Action Required)
- **PUBLIC TIME** – Citizens Comments (*maximum of 3 minutes per person*)

NEW BUSINESS

- 1) **COMMUNITY CORRECTIONS** – Request to accept the FY 2024 Community Corrections Services Grant recommended by the Thumb Area Regional Community Corrections Advisory Board for the period of October 1, 2023 through September 30, 2024 in the amount of \$308,305.00
- 2) **EMERGENCY MANAGEMENT** - Request to accept the FY 2023 Emergency Management Performance Grant (EMPG) funds in the amount of \$5,521.00.
- 3) **HEALTH DEPARTMENT** – Request to accept the FY 2024 Valley Area Agency on Aging (VAAA) award for various senior programs and services.
- 4) **SHERIFF** – Request to approve the Lapeer County Sherriff's Office submission of the Corrections Officer's Training Reimbursement Grant for the 3rd calendar quarter.
- 5) **EQUALIZATION** – Request to adopt the 2023 Lapeer County Apportionment Report (L-4402) as prepared by the Equalization Director; and further, to authorize the report to be sent to the State of Michigan.

Continued—

6) ADMINISTRATION/BOC/FINANCE –

- A. Request to Authorize Payment to Shifman Fournier for Labor Services through September 30, 2023 *(detailed invoice was made available to commissioners for review)*
- B. Request to authorize payment of the FY 2024 local match contribution to the Valley Area Agency on Aging in the amount of \$6,000.00.
- C. Planning – PA116 Applications for Goodland and Almont Townships. *(referred from the 09/28/23 Full Board with authority to act)*

OLD BUSINESS

- 7) PROSECUTING ATTORNEY** - Request to purchase proposed office furniture for the Prosecuting Attorney's office. *(referred from the 09/28/23 Full Board with authority to act)*
-

ADDITIONAL ITEMS *(if needed)*

8)

9)

10)

OTHER BUSINESS

- **PUBLIC TIME**- Citizens Comments *(maximum of 3 minutes per person)*
- **COMMISSIONERS' REPORTS**
- **ADMINISTRATOR AND/OR CFO UPDATES**
- ****CLOSED SESSION**** *(only if needed)*

ADJOURN -

**** Public Recording Notice:** Please be advised that the meetings of the Lapeer County Board of Commissioners are streamed live and recorded on social media for public viewing and transparency. We respectfully request that anyone addressing the Board of Commissioners during "Public Time" be proactive and make every effort in keeping their words and language appropriate for ALL users, including children for educational purposes.

The County Controller/Administrator shall not edit or delete video of any County Commissioner Meeting. Should any issue arise with any content of a meeting video, the Board of Commission members shall be notified. Discretion as to changes to recordings/videos rests solely with the Chairman of the Board of Commissioners. However, a language/content warning may be added to the description of a video when appropriate by the Administrator. (rev. 6/22/2023) **

Upcoming Meetings/Public Hearings/Events:**NEXT FULL BOARD MEETING– 10/26/23****NEXT C.O.W MEETING – 11/09/2023****FOLLOWING FULL BOARD: 11/22/2023**

All sub-committee meeting agendas are posted on the County website if they are being held.

COMMITTEE OF THE WHOLE

September 14, 2023

9:00 a.m.

Chairman Kohlman called the meeting to order at 9:02 a.m. in the Commission Chambers on the lower level of the County Complex Building. Carol Brown was invited to open the meeting with a prayer. The Pledge of Allegiance was recited.

Present: Commissioners Truman Mast, Bryan Zender, Brad Haggadone, William Hamilton, Gary Howell, Kevin Knisely, Tom Kohlman

Others: Moses Sanzo, County Controller/Administrator, Jackie Arnold, Chief Financial Officer, Lynette Stanford, Secretary/Deputy County Clerk

Motion by Knisely, supported by Zender, to approve the agenda with the addition of two resolutions, a proposed change in Municipal Employees' Retirement System Division 13, the Friend of the Court Fiscal Year 2024 Access and Visitation Grant, a discussion regarding Household Hazardous Waste/Clean Sweep event, and the deletion of a closed session. Motion carried.

Motion by Knisley, supported by Hamilton, to approve the minutes from the July 13, 2023 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

John Miller, Prosecutor spoke regarding Jury Trials and the Courts.

Theresa M. Spencer, County Clerk spoke regarding Jury Trials and the new Early Voting plan development.

Kathy Haskins, R.N., B.S.N., MPH, Director/Health Officer spoke regarding the current COVID rumors.

Pete Kirley, Director of Veterans Affairs gave the recent statistics and update regarding his Department.

Public Time – six people spoke during public time.

Steve Currie, Executive Director of Michigan Association of Counties (MAC), gave an Annual update.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to accept the 5-year Cooperative Reimbursement Program Grant for Fiscal Year 2024-2028 (#CSPA24-44002) between the Michigan Department of Health and Human Services (MDHHS) and Lapeer County Prosecuting Attorney's Office, as submitted; and further, to authorize the County Controller/Administrator to electronically accept the grant and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Motion carried.

Motion by Haggadone, supported by Hamilton, to recommend to the Full Board, to accept the 5-year Cooperative Reimbursement Program Grant for Fiscal Year 2024-2028 (#CSFOC24-44001) (CFDA#93.563) between the Michigan Department of Health and Human Services (MDHHS) and Lapeer County Friend of the Court, as submitted; and further, to authorize the County Controller/Administrator to electronically accept the grant and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to authorize the renewal of the annual Everbridge NIXLE mobile alert system service through March 2024, at a cost of \$7,725.00, to be reimbursed through Homeland Security Grant Program (HSGP) (CFDA#97.067) grant funding, at no additional cost to the County General Fund. Motion carried.

Motion by Howell, supported by Knisely, to recommend to the Full Board, to accept the bid and authorize Emergency Management to proceed with the purchase of fifteen (15) Milwaukee MX Fuel ROCKET Tower Light/Charger with batteries and fifteen (15) batteries from Dunn Hardware and Supply, at a cost of \$40,026.90, from line item 258-424-977.000, and subsequently reimbursed by the identified Fiscal Year 2022 Homeland Security Grant Program (HSGP) funds. Motion carried.

Motion by Haggadone, supported by Howell, to recommend to the Full Board, to authorize the payment to OCV, in the annual amount of \$4,995.00 for the Sheriff's App. to be paid from line 207-350-810.070, at no additional cost to the County General Fund. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, to approve the amended Swipe Card identification Badge Policy (to increase the card replacement fee from \$5.00 to \$10.00), as submitted. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to accept the four-year Strengthening Public Health Workforce and Infrastructure in Michigan grant, with the Michigan Department of Health and Human Services (MDHHS) through 2027, in the total amount of \$704,738.00 per Local Health Department (LHD) (or \$176,184 per year for four years) and to be paid out annually each year, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Motion carried.

Motion by Howell, supported by Knisely, to recommend to the Full Board, to accept the Fiscal Year 2024 Health Department Michigan Department of Environment, Great Lakes, and Energy (EGLE) Grant Agreement in the amount of \$190,332.00, and to authorize the Health Department Director to electronically sign the agreement and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit. Motion carried.

Motion by Hamilton, supported by Zender, to recommend to the Full Board, to approve the Change Notice 1 to Grant No CPS-2023-41-28 between the Department of Corrections and Community Corrections reflecting a decrease of \$30,000.00 for a new authorized budget total of \$260,000.00, with the understanding that the decrease will not affect programming or office operations. Motion carried.

Motion by Haggadone, supported by Zender, to recommend to the Full Board, to approve the following Budget Amendment, as submitted by Community Mental Health:

ACCOUNT NUMBER		ORIGINAL AMENDED	MINOR AMENDED	REQUEST BUDGET	REQUEST BUDGET	NET AMENDED BUDGET
21	000	330		11,300	1,330	15,630
22	000	330		7,000		45,630
23	000	330		11,000	50,000	41,000
24	000	330		1,000	3,000	4,000
25	000	330		3,000		1,000
26	000	330		240,000	2,000	740,000
27	000	330		1,000,000		1,000,000
28	000	330		1,000		1,000
29	000	330		1,000		1,000
30	000	330		1,000		1,000
31	000	330		1,000		1,000
32	000	330		1,000		1,000
33	000	330		1,000		1,000
34	000	330		1,000		1,000
35	000	330		1,000		1,000
36	000	330		1,000		1,000
37	000	330		1,000		1,000
38	000	330		1,000		1,000
39	000	330		1,000		1,000
40	000	330		1,000		1,000
41	000	330		1,000		1,000
42	000	330		1,000		1,000
43	000	330		1,000		1,000
44	000	330		1,000		1,000
45	000	330		1,000		1,000
46	000	330		1,000		1,000
47	000	330		1,000		1,000
48	000	330		1,000		1,000
49	000	330		1,000		1,000
50	000	330		1,000		1,000
51	000	330		1,000		1,000
52	000	330		1,000		1,000
53	000	330		1,000		1,000
54	000	330		1,000		1,000
55	000	330		1,000		1,000
56	000	330		1,000		1,000
57	000	330		1,000		1,000
58	000	330		1,000		1,000
59	000	330		1,000		1,000
60	000	330		1,000		1,000
61	000	330		1,000		1,000
62	000	330		1,000		1,000
63	000	330		1,000		1,000
64	000	330		1,000		1,000
65	000	330		1,000		1,000
66	000	330		1,000		1,000
67	000	330		1,000		1,000
68	000	330		1,000		1,000
69	000	330		1,000		1,000
70	000	330		1,000		1,000
71	000	330		1,000		1,000
72	000	330		1,000		1,000
73	000	330		1,000		1,000
74	000	330		1,000		1,000
75	000	330		1,000		1,000
76	000	330		1,000		1,000
77	000	330		1,000		1,000
78	000	330		1,000		1,000
79	000	330		1,000		1,000
80	000	330		1,000		1,000
81	000	330		1,000		1,000

[illegible]

Motion carried.

Motion by Hamilton, supported by Knisely, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$2,430.00, for labor related legal services rendered through August 31, 2023, to be paid from line item 101-239-801.020. Motion carried.

Motion by Howell, supported by Knisely, to refer the revised Training Registration/Overnight Travel Policy, to the Policy and Procedures Committee. Motion carried.

Motion by Zender, supported by Howell, to recommend to the Full Board, pursuant to the Request for Proposal (RFP) process and subsequent review and interviews with the potential vendors of the submitted bids, to accept and award the Camera and Cabling Services Project as follows:

C&R Electric: Not to exceed \$260,000.00
IT upgrades: Not to exceed \$30,000.00
Cornerstone: Not to exceed \$50,000.00

for a total not to exceed \$416,000.00 (\$340,000.00 plus a 20% contingency of \$76,000.00), to be paid from the American Rescue Plan Act Committee (ARPA) Fund 281 (expense category 6.1). Motion carried.

Motion by Knisely, supported by Howell, to recommend to the Full Board, to adopt the following Resolution 2023-R10:

Lapeer County Resolution 2023-R10
State of Michigan Sanitary Code Resolution

Whereas, there are currently pending in the Michigan Legislature certain bills, SB299, SB300, HB4479 and HB4480, which would impose statewide regulations for the implementation of and maintenance of septic systems; and,

Whereas, these bills as presently drafted, would require inspection of all systems every five years and would impose much greater expenses and work hours on local public health departments; and,

Whereas, the bills would dramatically increase the requirements for septic inspectors and make it much more difficult to find, hire and retain qualified personnel; and,

Whereas, the current legislation does not provide a permanent, secure funding mechanism to cover these increased costs, which will invariably be shifted to our local health departments; and,

Whereas, the Lapeer County Board of Commissioners recognizes the critical importance of protecting Michigan's water resources, including groundwater, lakes and streams, and other surface waters, but concludes that the bills do not provide a sustainable or financially feasible solution in areas that do not have the benefit of municipal sanitary systems; and,

Whereas, soil types vary considerably throughout Michigan making it difficult to establish generalized "one size fits all" rules for septic systems.

Therefore, Be It Resolved, that the Lapeer County Board of Commissioners opposes SB299, SB300, HB4479 and HB4480 as introduced and urges the Michigan Legislature to consider the costs to local health departments & residents before adopting changes to the septic provisions of the Michigan Public Health Code.

Therefore, Be It Further Resolved, that this resolution be forwarded to all Michigan counties, Michigan Association of Counties, members of the Michigan Legislature and to other stakeholders.

Roll Call vote: Knisely, aye; Mast, aye; Zender, aye; Haggadone, aye; Hamilton, aye; Howell, aye; Kohlman, aye. 7 ayes. Motion carried unanimously.

Motion by Howell, supported by Haggadone, to recommend to the Full Board, to adopt the following Resolution 2023-R11:

Lapeer County Resolution No. 2023-R11
Resolution in Support of Local Government Control Over Zoning

- WHEREAS,** Lapeer County, located in the great state of Michigan, cherishes its rich history and natural beauty, and is committed to preserving its unique character; and,
- WHEREAS,** the residents and businesses of Lapeer County have a vested interest in the responsible and sustainable development of our land, including decisions related to zoning for mining, solar farms, and wind farms; and,
- WHEREAS,** local government control over zoning decisions is essential to ensure that the unique needs, values, and concerns of our community are taken into consideration when determining land use policies; and,
- WHEREAS,** the Lapeer County Board of Commissioners recognizes the importance of protecting the health, safety, and welfare of our residents, as well as the long-term environmental and economic activity of our region; and,
- WHEREAS,** the state of Michigan has considered and proposed legislation that would grant the state government authority to override local zoning decisions related to mining, solar farms, and wind farms; and,
- WHEREAS,** the Lapeer County Board of Commissioners firmly believes that such legislative actions would undermine the principles of local governance, infringe upon the rights of our citizens, and disrupt the carefully crafted zoning regulations that reflect the best interests of our community; and,
- WHEREAS,** we, the Lapeer County Board of Commissioners, are committed to representing the will and best interests of our constituents, and to protect and preserve the integrity of local government control over zoning.

NOW, THEREFORE, BE IT RESOLVED that the Lapeer County Board of Commissioners hereby expresses its unwavering support for local government control over zoning decisions, including those related to mining, solar farms, and wind farms; and,

BE IT FURTHER RESOLVED that the Lapeer County Board of Commissioners opposes any efforts by the state of Michigan to assume control over zoning decisions regarding mining, solar farms, and wind farms within the boundaries of Lapeer County; and,

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to the Governor of the State of Michigan, members of the Michigan State Legislature, and other relevant state and local officials to convey our firm position on this matter; and,

BE IT FURTHER RESOLVED that the Lapeer County Board of Commissioners shall actively engage with state legislators, as well as regional and local stakeholders, to protect the interests and autonomy of our community in matters of zoning.

Roll Call vote: Howell, aye; Zender, aye; Haggadone, aye; Hamilton, aye; Knisely, aye; Mast, aye; Kohlman, aye. 7 ayes. Motion carried unanimously.

Motion by Hamilton, supported by Knisely, to recommend to the Full Board, to accept the Fiscal Year 2024 Access and Visitation Contract (CFDA# 93.597); and further, to authorize the Chair/Vice-Chair to sign said Contract. Motion carried.

Motion by Howell, supported by Mast, to recommend to the Full Board, to authorize the submission of the Request for Projection Study form to Municipal Employees' Retirement System in order to proceed to remove the seven (7) County Commissioners from the other Elected Officials Division 13 in to their own separate Defined Contribution Division, which includes a Defined Benefit freeze to Defined Contribution with the conversion option, per the request of the Board of Commissioners; and further, to authorize payment in the amount of \$2,100.00 to Municipal Employees' Retirement System for performing the services; to be paid from line item 101-239-801.030. Motion carried.

Motion by Zender, supported by Haggadone, to recommend to the Full Board, to authorize Administration to organize two (2) Household Hazardous Waste/Clean Sweep events annually, at two (2) different locations within the County. Motion carried.

Public Time – No comments were received.

Commissioner Reports

At this time, the Commissioners had an opportunity to give brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events, along with statements regarding public time comments.

County Controller/Administrator and/or Chief Financial Officer updates

Moses Sanzo, County Controller/Administrator spoke regarding the Proposed 2024/2025 Budget.

Motion by Haggadone, supported by Hamilton, to adjourn the meeting. 11:36 a.m.

Tom Kohlman, Chairman
Committee of the Whole

LAPEER COUNTY
"GRANT" REQUEST FOR ACTION

1

DATE: 9/21/2023

 REQUEST FOR ACTION -Grant Application

XXX REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Maureen Salayko

SUMMARY OF REQUEST/INFORMATION It has been recommended by the Thumb Area Regional Community Corrections Advisory Board that the Lapeer County Board of Commissioners approve the FY2024 Community Corrections Grant for the period of October 1, 2023 through September 30, 2024, for the proposed award amount of \$308,305.00

ADDITIONAL INFORMATION:

YES

NO

CFDA #

Is there a Continuation Requirement?

XXX

% FEDERAL

Is there an Interest Earned Requirement?

XXX

% STATE 100

Can Interest be charged to the Grant?

XXX

LOCAL MATCH Cash: 0
 In-Kind:

Is Cost Allocation Allowable?
(If not Explain Why)

XXX

Revenue Account Line #: - -

CONTACT PERSON(S): Maureen Salayko

BACKGROUND INFORMATION This is a renewal of the FY2023 Grant.

SUPPORTING DOCUMENTATION Yes, see attached \

DRAFT: Motion by supported by to approve the Fiscal Year 2024 Grant, so that Thumb Area Regional Community Corrections Advisory Board (TARCCAB) can provide Community Corrections Services, for the period of October 1st, 2023 through September 30th, 2024 as submitted; and further, to authorize the Chair/Vice-Chair to sign said Grant.

ATTACHMENTS Yes XXX No

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
P.O. BOX 30003
LANSING, MICHIGAN 48909

GRANT NO. CPS-2024-1-29
between
THE DEPARTMENT OF CORRECTIONS
and

GRANTEE NAME AND ADDRESS: Lapeer County 255 Clay St., Room 83 Lapeer, MI 48446-2298	GRANTEE TELEPHONE: 810-245-4744
GRANTEE CONTACT: David Stevens	MDOC CONTACT: Douglas Clark
DESCRIPTION OF GRANT: Office of Community Corrections - Pursuant to Michigan Public Act 511, funding supports local approved Comprehensive Corrections Plans that impact State Board priorities, target populations, and key objectives, through the use of evidence-based programming and services.	
GRANT PERIOD: 1 Year FROM: October 1, 2023 TO: September 30, 2024	
BUDGET INFORMATION: TOTAL AUTHORIZED BUDGET: \$308,305.00	

FOR THE GRANTEE:

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Lia Gulick

Name

Deputy Director, MDOC

Title

Date

GRANT AGREEMENT TERMS

This GRANT AGREEMENT ("**Grant**") is agreed to between the State of Michigan Department of Corrections ("**MDOC**") and Lapeer County ("**Grantee**"). This Grant is effective on October 1, 2023 ("**Effective Date**"), and unless terminated earlier as provided in this Agreement, expires on September 30, 2024 (the "**Term**").

PART I – PROGRAM REQUIREMENTS

1.0 Statement of Purpose

Funds awarded through this Grant are to provide services pursuant to the Community Corrections Act ("**CCA**"), 1988 PA 511, MCL 791.401, et seq; and are based upon Grantee's Comprehensive Corrections Plan, inclusive of the approved program descriptions and approved budget documents, and the Proposal to the State Advisory Board for Community Corrections ("**Grantee's Plan**"), and hereby made part of this Grant. Grantee's Plan outlines local goals, objectives, and priorities to decrease prison admissions and increase utilization of community-based sanctions and services for eligible participants and improve jail utilization. MDOC has approved Grantee's Plan and the award of Community Corrections funds for implementation of Grantee's Plan.

This Grant defines the roles and responsibilities of the Grantee and the MDOC and the terms and conditions which apply during the term of this Grant.

1.1 General Requirements

- A. The Grantee must be a lawful entity duly established under the laws of the State of Michigan (the "**State**") and have the proper authority to apply for funds under this Grant as set forth in the CCA. Section 6 of the CCA, MCL 791.406, sets forth the governmental entities that have the proper authority to apply for funds, which include counties, cities, and regional advisory boards. Section 10 of the CCA, MCL 791.410, sets forth the criteria for a nonprofit to apply for funding.
- B. The Grantee shall implement policies and procedures and deliver services to eligible participants in accordance with the goals and objectives, standards and policies as set forth in the CCA and the Grantee's program description and budget as approved by the MDOC.
- C. The MDOC does not guarantee the Grantee a minimum number of referrals.
- D. The Grantee must provide services for all eligible participants, including transgender and gender nonconforming participants.
- E. Americans with Disabilities Act
 - 1. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC Program Manager

- or designee within 24 hours of any request for reasonable accommodation for an offender.
2. The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC PMCD Contract Manager or designee within 24 hours of any request for reasonable accommodation made by Contractor's staff, including temporary and subcontractor staff.
 3. Please Note: All reasonable accommodation aids, services, and equipment needed for Contractor's staff, including temporary and subcontractor staff, is to be provided by the Contractor.

1.2 Staffing Requirements

- A. Contractors and Subcontractors: Grantee has the right to select contractors and subcontractors to assist with the Grant.

B. Staffing Standards

1. Criminal Record:

Prior to Grantee's employee, contractor, or subcontractor (collectively "Grantee Staff") performing any services under the Grant, Grantee will ensure that no Grantee Staff (i) has a pending criminal prosecution, (ii) is under the supervision of a criminal justice agency for a felony, (iii) is required to register as a sex offender or (iv) has a felony conviction that occurred in the previous 5 years, unless MDOC's Grant Administrator or designee has provided prior written approval for the Grantee Staff to perform the work. Grantee Staff who have active warrants, are under criminal justice supervision, or are required to register as a sex offender shall not be appointed to perform any services unless MDOC's Contract Monitor or designee has provided prior written approval for the Grantee Staff to perform the work.

The Grantee shall ensure that no Grantee Staff related as an immediate family member to a participant is assigned to perform services in a program in which such participant is enrolled in, unless prior written approval to such an assignment has been obtained from the Grant Administrator via CAJ-202. "Immediate family member" includes: a participant's spouse, child, parent, stepparent, grandparent, grandchild brother, sister, parent-in-law brother-in-law sister-in-law, nephew, niece, aunt, uncle, first cousin, or the spouse or guardian of any persons described in this subdivision. The MDOC may request documentation, including but not limited to, an affidavit from Grantee Staff stating that no familial relation exists with a participant in the program in which he/she will be providing services.

C. Law Enforcement Information Network

1. Grantee employees that provide direct services to participants (prisoner, parolee, probationer, pretrial defendants), handle or may have access to participant records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Information Form at the start of the Grant and annually thereafter, as directed by the Michigan Department of Corrections.

2. The completed LEIN Information Form must be sent to the MDOC-PMCD-FOA-LEINS@michigan.gov and approved by MDOC prior to Grantee employees working with participants. There is no cost associated with the LEIN. The LEIN form will be provided to the Grantee.
3. Grantee must perform background checks on contractor and subcontractor staff prior to their assignment. Documentation must be provided upon request to the State of Michigan. Grantee ensures all costs associated with processing the background checks will be paid. The State, in its sole discretion, may also perform background checks. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.
4. Grantee staff may be required to complete and submit an RI-8 Fingerprint Card for Fingerprint Checks to the MDOC.

D. Licensing:

The Grantee shall ensure its Grantee Staff that provide substance use outpatient and assessment services are qualified and experienced in the contracted area of clinical treatment as follows:

Bachelors-level:

1. Must possess a bachelor's degree in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate state licensure and credentials at time of hire or an approved development plan in place with eligibility to obtain certification within six months of starting services.

The Grantee shall ensure its Grantee Staff that provide outpatient mental health services are qualified and experienced in the contracted area of counseling as follows:

Master's-level:

1. Must possess a master's degree or above in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate licensure through the State of Michigan to practice.
3. Must have one year of experience in the contracted treatment area.

Bachelors-level

1. Must possess a bachelor's degree in the Behavioral Sciences (Social Work, Counseling, or Psychology)
2. Must possess appropriate licensure through the State of Michigan to practice.
3. Must have three years of experience in the contracted treatment area.

Other combinations of education and experience the MDOC considers adequate to perform the necessary tasks effectively and efficiently, and which have been specifically approved by the MDOC may be allowed at the sole discretion of MDOC.

E. Training

In accordance with MDOC instruction, grantee employees, contractor(s) staff, and subcontractor(s) staff who provide direct services to participants must complete

MDOC provided training before providing services under this grant. Exceptions may be made for transfers or employees with prior MDOC work experience in similar positions who have completed MDOC training previously. Contact the MDOC Contract Monitor with any questions concerning MDOC training.

1.3 Budget and Financial Reporting

- A. All funds shall only be spent in accordance with this Grant
- B. Changes in the budget require written approval of the MDOC. The Budget Adjustment Request form is Attachment A, Budget Adjustment Request (BAR) Form.
- C. This Grant does not commit the State or the MDOC to approve requests for additional funds at any time.
- D. Travel reimbursement shall be allowed solely in compliance with the State's Standardized Travel Regulations. The current Standardized Travel Regulations and travel rates authorized by the State may be found at http://www.michigan.gov/dtmb/0,5552,7-150-9141_13132---,00.html. Reimbursement of Out-of-State travel costs requires pre-approval of the MDOC Grant Administrator.
- E. Based on Program performance utilization, targeting or appropriate participants, and/or adherence to evidence-based practice, the Office of Community Corrections, in its sole discretion, may amend an award. Adjustments will be forwarded to the Offender Success Administrator for their pre-approval.

Grantees have 15 calendar days from the date of notice to amend the award via a Budget Adjustment Request (BAR) or contact the Community Corrections Manager if they have questions or concerns.

If a BAR is not received within 15 calendar days, the State will amend the award via a BAR on the County's behalf and process a Change Notice to reflect the grantee's new award amount. If the Change Notice remains unsigned for 15 additional calendar days, it will be considered the County's agreement to the Change Notice.

1.4 Payment Schedule

Payments to the Grantee shall be made in accordance with the following terms:

- A. The MDOC shall reimburse the Grantee for all approved actual and incurred costs to support approved program and administrative activity up to the total amount authorized in the Grantee's Plan as the "**Total Authorized Budget**". MDOC will only pay for expenditures that occurred during the Term of the Grant. The Monthly Expenditure Reports must be emailed to MDOC-OCC@michigan.gov in Microsoft Excel format no later than 30 calendar days following the month in which expenses were incurred. General Ledger documentation supporting monthly expenditures shall be provided and additional supporting documentation may be requested to accompany the Monthly

Expenditure Report. Expenditures not received prior to the 30th calendar day may be denied payment.

- B. Payments are conditional upon the Grantee's submittal of all required monthly expenditure and program data, and responses to financial audits. All reports shall be completed in the format provided by the MDOC.
- C. Program enrollments must be comprised of the target population identified within the approved program descriptions.
- D. All group sessions for programming must have a minimum of 3 PA 511-eligible enrolled attendees to qualify as a group for billing purposes. Any exceptions must be pre-approved by the assigned OCC specialist/manager.
- E. Pursuant to section 11 of the CCA, MCL 791.411, Administrative costs shall not exceed 30% of the total funding recommended for the implementation of the comprehensive corrections plan (Total Authorized Budget). Reimbursement of all costs may be adjusted by the MDOC through a BAR and/or change notice process.
- F. MDOC will only disburse payments under this Grant through Electronic Funds Transfer (EFT). Grantee must be registered with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Grantee is not registered, MDOC is not liable for failure to provide payment.

1.5 Program Eligibility

The Grantee shall ensure that participants receiving services under this Grant meet the eligibility requirements approved by MDOC within the Grantee's Proposal to the State Advisory Board for Community Corrections.

Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Once a response is provided it must be maintained in the participant's file.

1.6 Monitoring and Reporting Program Performance

A. Monitoring:

Data Program Participation and Offender Profile Data must be maintained within the data management system that is pre-approved by the MDOC and remain current throughout the term of the Grant. Grantee Staff shall complete a User Agreement Form (Attachment B), Security Agreement Data Processing (Attachment C), and State of Michigan Technical Standard 1340.00.130.02 Acceptable Use of Information Technology (Attachment D) for all staff entering data into the data management system and submit it to MDOC prior to any Grantee Staff completing data entry. The Grantee is responsible for notifying MDOC of the termination of any Grantee Staff with access to the data management system no later than 2 business days after termination or suspension of employment.

The Grantee must upload accurate program participation and offender profile data to the data management system approved by the MDOC no later than 30 calendar days after the end of each month. The Grantee must submit an accurate Quarterly Report

(Attachment E) by email to your Community Corrections Specialist no later than 30 calendar days following the quarterly report period:

1. Quarter 1 is October 1 – December 31
2. Quarter 2 is January 1 – March 31
3. Quarter 3 is April 1 – June 30
4. Quarter 4 is July 1 – September 30

The Grantee shall enter accurate and timely program participation and offender profile data throughout the term of this Grant. Data and information shall be submitted in a format provided by the MDOC that includes, but is not limited to:

1. Data pertaining to participant participation in all programs and selected characteristics of participants determined eligible for and enrolled in programs. The data elements required to be accurately entered shall include, at a minimum:
 - a. Person/Case Record Status
 - b. SID
 - c. MDOC Number (if applicable)
 - d. Name of participant
 - e. Race
 - f. Gender
 - g. Date of Birth
 - h. County
 - i. Legal Status
 - j. Date enrolled/terminated from each program/case
 - k. Termination code
 - l. Offense/Charge (PAC Code)
 - m. Crime type (felony or misdemeanor)
2. All group programming sessions must have sign-in sheets for each session and may be requested by MDOC for auditing purposes. If requested by the MDOC Program Manager or designee, sign in sheets must be submitted with expenditure reports. The sign-in sheets must include, at a minimum:
 - a. Date of the session
 - b. Name of the program
 - c. Name and signature of participants

C. CCAB Meeting:

1. There must be a minimum of at least four CCAB meetings a year to review and approve the Quarterly Reports, and the application for the next year's grant.

2. The Grantee shall make all approved CCAB meeting minutes available at the time of the MDOC review.
- D. Prisoner Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601
The Grantee must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the Supervising Agent, Grant Administrator and Contract Monitor.

1.7 Grantee Regulations (CONTRACTOR REGULATIONS OF CONDUCT FOR SERVICES PURSUANT TO A COMPREHENSIVE PLANS AND SERVICES GRANT ADMINISTERED UNDER 1988 PA 511)

Grantee staff, as defined in Sec. 1.2 B, that provide direct services to participants, handle or may have access to participant records, or provides supervisory services to staff performing these functions, must read and sign the MDOC Grantee Regulations (Attachment F) as directed by the MDOC. The PMCD Contract Monitor will email the Grantee with a copy of the applicable Grantee Regulations. If there are revisions to the Grantee Regulations during the grant period, the PMCD Contract Monitor will provide the updated Grantee Regulations to the Grantee for Grantee Staff signatures. Grantee Signature pages must be returned to the PMCD Contract Monitor within 30 days of receipt of the Grantee Regulations and signed contracts. Grantee's Contractor staff signature pages must be returned to the Grantee within 30 days of receipt of the Grantee Regulations and signed fully executed Grantee's Contractor contracts.

PART II - GENERAL PROVISIONS

2.1 Project Changes

The Grantee must obtain prior written approval for project changes from the assigned MDOC Grant Specialist.

2.2 Notices

Any notice to any other party required by this Grant will be submitted in writing and deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) when received, if mailed by certified or registered mail, return receipt requested, postage prepaid. Unless either party notifies the other in writing of a different mailing address, notice to the parties will be transmitted as indicated below:

To the MDOC:

Douglas Clark
206 E. Michigan
Lansing, MI 48933
Phone: 517-219-2370
Clarkd15@michigan.gov

To Grantee:

David Stevens
Lapeer County Complex
255 Clay St., Room 83
Lapeer, MI 48446-2298
Tel: 810-245-4744
Fax: 810-245-4784
E-mail: dstevens@lapeercounty.org

2.3 Record Retention

The Grantee will maintain all records and detailed documentation regarding this Grant, including all financial records, supporting documents, statistical records, and all other pertinent records, for a period of not less than seven (7) years from the date of Grant termination, the date of submission of the final expenditure report, or until any litigation and audit findings have been resolved, whichever is later, unless a longer retention period is specified by Grantee's retention and disposal schedule.

2.4 Program Income

All program income, if any, may be added to the program budget and used to further eligible program objectives. The final determination will be made by the MDOC Grant Manager.

2.5 Purchase of Equipment

The purchase of equipment not specifically listed in the budget must have prior written approval of the MDOC Program Manager. Equipment is defined as expendable personal property having a useful life of more than one year. Such equipment will be retained by the Grantee unless otherwise specified by the Grant Manager at the time of approval.

2.6 Accounting

The Grantee will adhere to the Generally Accepted Accounting Principles and will maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, timesheets and invoices. The expenditure of State funds will be reported by line item and compared to the budget. Funds provided under this Grant will be maintained or accounted for within a special revenue fund.

2.7 Audit

A. Statutory Records Maintenance, Inspection, Examination, and Audit

Pursuant to Section 470 of the Management and Budget Act, 1984 PA 431, MCL 18.1470, the State, or its designee, may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Grant through the Term and any extension of the Grant and for seven years after the latter of termination, expiration, or final payment under this Grant ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where activities under the Grant are being performed, and examine, copy, and audit all records related to this Grant. The State, and its authorized representatives or designees, and the Grantee shall mutually agree in writing to a date and time for the audit that is no more than 10 calendar days after the State first provides notice of its intent to audit. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent requests for reimbursement until the amount is paid or refunded.

This Section applies to Grantee and any contractors or subcontractors that perform services in connection with this Grant.

2.8 MDOC Reviews

The MDOC and the Grantee must agree on a date and time for each review at Grantee's location(s) to determine if the Grantee is complying with the requirements of

the Grant. The date and time must be agreed upon between the Grantee and the MDOC. The Grantee must assist the MDOC in the review process and provide all requested documents 15 days prior to the agreed upon review date.

2.9 Competitive Bidding

The Grantee will comply with all applicable laws and regulations regarding competitive solicitation for all procurement transactions involving the use of State funds under this Grant. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the MDOC Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

Grantee financial monitoring of contractors will be reviewed during the MDOC review, as well as contractor responses to any agency recommendations.

2.10 Limitation of Damages

Neither party is liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Liability of the MDOC is limited to the Total Authorized Budget specified for the fiscal year of the Grant giving rise to the claim.

2.11 Intellectual Property

Unless otherwise required by law, all intellectual property developed using funds from this Grant ("**Funded Developments**"), including copyright, patent, and trademark rights, will belong to the Grantee. Grantee grants the State a nonexclusive, perpetual, worldwide, royalty-free, fully paid up, sublicensable license to make, use, distribute, copy, modify, create derivative works, publicly perform and display the Funded Developments.

2.12 Termination/Cancellation

- A. In instances of substantial noncompliance with program standards, participant eligibility, evidenced based practices, and Grant Agreement Terms, Grantee funding shall be halted. Except that before halting funding, MDOC shall do both of the following:
 - a. Notify the Grantee of the allegations by way of a Corrective Action Plan (CAP) and
 - b. Allow 30 days for a response.

If a remedy agreement is reached in conjunction with the grantee in writing, MDOC shall allow 30 days following that agreement for the remedy to be implemented.

B. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) breaches any of its material duties or obligations; (b) poses a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property; or (c) fails to cure

a breach within the time stated in a notice of breach. In the event that this Grant is terminated for cause, the State will only pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination, and the Grantee will be responsible for all costs incurred by the State in terminating this Grant for cause, which may include State administrative costs, reasonable attorneys' fees and court costs, and any other reasonable additional costs the State may incur.

C. Termination for Convenience

Either party may terminate this Grant for its convenience, in whole or part, for any reason and without penalty, by giving the other party written notice at least thirty days prior to the date of termination. If this Grant is terminated for convenience in part, the budget will be adjusted to reflect those reductions. In the event of a termination for convenience, the State will pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination.

D. Non-Appropriation

The Grantee acknowledges that continuation of this Grant is subject to appropriation or availability of funds for this Grant. Notwithstanding any other provision of this Grant, if funds to enable the State to effect continued payment under this Grant are not appropriated or otherwise made available, the State will have the right to terminate this Grant, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available, by giving written notice of termination to the Grantee. In the event of a termination under this section, the Grantee will, unless otherwise directed by the State in writing, immediately take all reasonable steps to terminate its operations and to avoid and/or minimize further expenditures under the Grant and the State will only pay for amounts due to Grantee for expenditures approved by the State on or before the date of termination to the extent funds are available.

2.13 No State Employees or Legislators

No member of the Legislature, Judiciary of the State of Michigan, or any individual employed by the State will be permitted to receive benefits as a Grantee or as a contractor or subcontractor of this Grant. This section, however, does not preclude a member of the Legislature, Judiciary of the State of Michigan, or an individual employed by the State from participating as an eligible participant in accord with the goals and objectives of the Grant.

2.14 Nondiscrimination

Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Grantee, its contractors and subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

2.15 Unfair Labor Practices

Pursuant to 1980 PA 278, MCL 423.321, *et seq.*, the State will not award a grant to a Grantee whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322. A Grantee, in relation to the Grant, will not enter into a contract with a contractor or subcontractor, whose name appears in this register. Pursuant to MCL 423.324, the State may void any Grant if, subsequent to award of the Grant, the name of the Grantee as an employer or the name of the contractor or subcontractor of the Grantee appears in the register.

2.16 Confidential Information

For the purposes of this Grant, the term "**Confidential Information**" means all information and documentation of a party that: 1) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; 2) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and 3) should reasonably be recognized as confidential information of the disclosing party. Confidential Information also includes all information protected by state or federal law, including "Personal identifying information" as defined in the Identity Theft Protection Act, 2004 PA 452, MCL 445.63(q).

The term "Confidential Information" does not include any information or documentation that is:

1. Subject to disclosure under the Michigan Freedom of Information Act (FOIA).
2. Already in the possession of the receiving party without an obligation of confidentiality.
3. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights.
4. Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
5. Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

Each party must: (a) use the same degree of care it uses to protect its own Confidential Information to protect the disclosing party's Confidential Information, but in any event not less than reasonable care; (b) use the disclosing party's Confidential Information only in connection with the purposes of this Grant; and (c) limit access to the disclosing party's Confidential Information to its employees, contractors, or subcontractors performing work in connection with the Grant. Each party must advise its employees, contractors, and subcontractors who receive or have access to any of the other party's Confidential Information of its confidential nature.

Upon the termination of this Grant, or at the written request of the disclosing party, the recipient party must return all copies of the disclosing party's Confidential Information or certify in writing that all copies thereof have been destroyed, except as otherwise provided by law, including a party's retention and disposal schedule.

2.17 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*.

2.18 Compliance with Laws

The Grantee will comply with all applicable state, federal, and local laws and ordinances in performing this Grant.

2.19 Assignment

The Grantee will not have the right to assign the Grant, or to assign any of its duties or obligations under the Grant, to any other party (whether by operation of law or otherwise), without the prior written consent of the MDOC. Any purported assignment in violation of this section will be null and void.

2.20 Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this Grant will not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the Grant.

2.21 Severability

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

2.22 Survival

The provisions of this Grant that impose continuing obligations will survive the expiration or termination of this Grant.

2.23 Media Releases

Grantee will not make any media releases pertaining to the Grant without prior written authorization from MDOC, and then only in accordance with the explicit written instructions of MDOC.

2.24 Grant Modification

No modification, amendment, or waiver of any provision of the Grant Agreement Terms or Total Authorized Budget of this Grant will be effective unless in writing and signed

by authorized representatives of both parties.

2.25 Entire Grant

This Grant, which includes Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and expressly incorporated schedules and exhibits, contains the entire agreement of the parties and supersedes all prior and contemporaneous agreements, whether written or oral, concerning its subject matter. If there is a conflict between documents, the order of precedence is: (a) first, the Grant, excluding its schedules, exhibits, Attachment A, Attachment B, Attachment C, Attachment D, Attachment E, Attachment F, and Attachment G; (b) second, Attachment A; (c) third, Attachment B; (d) fourth, Attachment C; (e) fifth, Attachment D; (f) sixth, Attachment E; (g) seventh, Attachment F; (h) eighth, Attachment G; and (i) ninth, schedules and exhibits expressly incorporated into this Grant.

2.26 Contract Monitor

The Program Specialist will work with the Grantee if performance concerns are identified. The Contract Monitor will review, document, and assess Grantee compliance to this grant:

State:

Chris Balmes
206 E. Michigan Ave. – 5th Floor
Grandview Plaza
Lansing, MI 48933
balmesc@michigan.gov
517-290-2935

Doug Jerzyk
206 E. Michigan Ave. – 5th Floor
Grandview Plaza
Lansing, MI 48933
jerzykd@michigan.gov
269-967-9595

Attachment A, Budget Adjustment Request (BAR) Form

See attached Excel spreadsheet.

Attachment B, User Agreement Form

See attached Word document.

Attachment C, Security Agreement Data Processing

See attached Word document.

**Attachment D, State of Michigan Technical Standard 1340.00.130.02 Acceptable
Use of Information Technology**

See attached Adobe PDF document.

Attachment E, Quarterly Report

See attached Excel spreadsheet.

**Attachment F, Grantee Regulations (CONTRACTOR REGULATIONS OF CONDUCT
FOR SERVICES PURSUANT TO A COMPREHENSIVE PLANS AND SERVICES GRANT
ADMINISTERED UNDER 1988 PA 511)**

See attached Word document.

LAPEER COUNTY
"GRANT" REQUEST FOR ACTION

2

DATE: 9/29/2023

 REQUEST FOR ACTION -Grant Application

 X REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County Board of Commissioners

FROM: Sarah Whaley

SUMMARY OF REQUEST/INFORMATION: To accept the grant agreement for the FY23 Emergency Management Performance Grant (EMPG) funds in the amount of \$5,521.00. These funds reimburse a portion of the Emergency Management Coordinators wage/fringe.

ADDITIONAL INFORMATION:

YES

NO

CFDA # 97.042

Is there a Continuation Requirement?

 X

% FEDERAL 21.23%

Is there an Interest Earned Requirement?

 X

% STATE 78.77%

Can Interest be charged to the Grant?

 X

LOCAL MATCH Cash:
 In-Kind:

Is Cost Allocation Allowable?
(If not Explain Why)

 X

Revenue Account Line #: 258 - 424 - 506 . 000

CONTACT PERSON(S): Sarah Whaley

BACKGROUND INFORMATION: EMPG provides annual supplemental funding to the Emergency Management Program. Lapeer County has been a recipient for a number of years. This years funding is based on a percentage of the budget as submitted in the prior year, which was submitted as \$20,000 last year for a part-time position.

SUPPORTING DOCUMENTATION: Grant Agreement for FY23

DRAFT MOTION: Motion by , supported by , to accept the FY 2023 Emergency Management Performance Grant (EMPG) funds in the amount of \$5,521.00 at no cost to the county; and further, to authorize the Chair/Vice-Chair to sign the grant agreement.

ATTACHMENTS Yes X No



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 29, 2023

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2023 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office via email:

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

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2023 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than November 28, 2023**. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

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

SUBRECIPIENT CHECKLIST

FY 2023 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) GRANT AGREEMENT

CFDA No: 97.042

Email the following items to: LounsberryP@michigan.gov

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

- ☐ 1. Grant Agreement
- ☐ 2. Subrecipient Risk Assessment Certification
- ☐ 3. Standard Assurances
- ☐ 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- ☐ 5. Audit Certification (EMHSD-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 an audit copy by email to: MSP-EMHSD-Audit@michigan.gov.**

**For GRANT AGREEMENT QUESTIONS, PLEASE CONTACT PAUL LOUNSBERRY
AT 517-256-3920 OR LOUNSBERRYP@MICHIGAN.GOV**

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTING
County of Lapeer	Emergency Management Performance Grants	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6005780	EMC-2023-EP-00005	9/12/2023
SUBRECIPIENT UEI	SUBAWARD PERFORMANCE PERIOD	FROM TO
CET5MYVNZH69	BUDGET PERIOD	10/1/2022 9/30/2023 10/1/2022 9/30/2023
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$5,521
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$5,521
None on file	Total Amount of Federal Award Committed	\$5,521

FEDERAL AWARD PROJECT DESCRIPTION

2023 Emergency Management Performance Grants (EMPG)

DETAILS

The 2023 EMPG allocation is 21.23% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.

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

State of Michigan FY 2023 Emergency Management Performance Grant Grant Agreement

October 1, 2022 to September 30, 2023

Assistance Listing: 97.042 Grant Number: EMC-2023-EP-00005

This Fiscal Year (FY) 2023 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 LAPEER
(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 2023 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 2023 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 2023 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2023 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2023 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Consolidated Appropriates Act, 2023* (Pub. L. No. 117-328; *Compact of Free Association Amendments Act of 2003* (Pub. L. No. 108-188 (2003)).

The Subrecipient agrees to comply with all FY 2023 EMPG program requirements in accordance with the FY 2023 EMPG NOFO, and the FY 2023 FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan*

Emergency Management Act of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2023 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2023 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

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

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

III. Award Amount and Restrictions

- A. The **County of Lapeer** is awarded **\$5,521** or **21.23%** of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2023 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMHSD-17).
- B. The FY 2023 EMPG covers eligible costs from October 1, 2022, to September 30, 2023. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager.** Up to 5% of the total allocation may be utilized for other allowable organization costs after all payroll costs for the grant award year have been reimbursed. No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2023 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The FEMA administers cost sharing requirements in accordance with 2 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 2023 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

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

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

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

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2023 EMPG NOFO; the FEMA FY 2023 Preparedness Grants Manual; the FY 2023 EMPG *Agreement Articles Applicable to Subrecipients*, included with the grant agreement package for reference; and the EMPG Guidebook (EMD-PUB 208).
- C. The subrecipient shall not use FY 2023 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification.
 - 2. Standard Assurances.
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.
 - 4. Audit Certification (EMD-053).
 - 5. Request for Taxpayer Identification Number and Certification (W-9).
 - 6. Other documents that may be required by federal or state officials.
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2023 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.

- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan. This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2023 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---.00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations which expend \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 CFR, Part 200, Subpart F.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS General Acknowledgements and Assurances on page 1..

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (EO) 13347.
- S. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and EO 14005.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2023 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 2023 EMPG Work Agreement/Quarterly Report (EMHSD-31). The FY 2023 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2023 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required

authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2023 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.

- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2022, to September 30, 2023. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement,

except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their rights, 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

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be

familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Protection of Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient UEI

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

Date


For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney,

Printed Name

Commander, Emergency Management
and Homeland Security Division

Title



Signature

9-20-23

Date



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

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

Subrecipient:	County:	UEI:
Questions		
<p>1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?</p> <p> <input type="checkbox"/> No grants <input type="checkbox"/> 1-3 grants <input type="checkbox"/> 4-5 grants <input type="checkbox"/> 6+ grants </p> <p>2. What percentage of your grant management staff has fewer than 2 years of grant experience?</p> <p> <input type="checkbox"/> 0-25% of staff <input type="checkbox"/> 26-50% of staff <input type="checkbox"/> 51-75% of staff <input type="checkbox"/> 76-100% of staff </p> <p>3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?</p> <p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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.)</p> <p> <input type="checkbox"/> Never Audited or No findings <input type="checkbox"/> Unsupported costs (lack of documentation) <input type="checkbox"/> Unreasonable use of funds <input type="checkbox"/> Questioned costs or required to return funds </p> <p>5. Does your agency have staff primarily dedicated (>50%) to grants management activities?</p> <p> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
Certification		
<p><i>I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.</i></p>		
Authorized Representative Signature:	Date:	
Authorized Representative Printed Name:	Title:	
Point of Contact Printed Name:	Title:	Email:



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date



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

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

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

1. LOBBYING

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

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all 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 67.620—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend \$750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients **MUST** email a copy of their audit report for each year they meet the funding threshold to: MSP-EMHSD-Audit@michigan.gov.

I. Program Information			
Program Name		CFDA Number	
II. Subrecipient Information			
Subrecipient Name			
Street Address		City	State ZIP Code
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: ____ to ____.			
<input type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: A copy of the audit report will be submitted by email to: MSP-EMHSD-Audit@michigan.gov .			
Signature of Subrecipient's Authorized Representative			Date

Email audit report to:
MSP-EMHSD-Audit@michigan.gov

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• 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(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Agreement Articles Applicable to Subrecipients Fiscal Year 2023 Emergency Management Performance Grants

Article I - U.S. Department of Homeland Security (DHS) Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 the DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. The FY 2023 the DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - General Acknowledgment and Assurances

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

1. Subrecipients must cooperate with any of the DHS compliance reviews or compliance investigations conducted by the DHS.
2. Subrecipients must give the DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
3. Subrecipients must submit timely, complete, and accurate reports to the recipient and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

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

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

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

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

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

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and Executive Order (EO) 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States? This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary

scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers:

When necessary, Subrecipients must work with the recipient to apply for a waiver for these requirements that the agency may grant. Information on the process for requesting a waiver from these requirements is on the website below.

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

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

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described as "Buy America" Preference in the Federal Emergency Management Agency (FEMA) Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity (NOFO) for further information on the Buy America preference and waiver process.

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

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

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

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

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

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, the DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article VIII - Indirect Cost Rate

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

Article IX - Activities Conducted Abroad

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

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

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

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

Trafficking in Persons:

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

Article XII - Federal Leadership on Reducing Text Messaging while Driving

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

Article XIII - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing EO 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XIV - Fly America Act of 1974

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

Article XV - Americans with Disabilities Act of 1990

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

Article XVI - Duplication of Benefits

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

Article XVII - Copyright

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

Article XVIII - Civil Rights Act of 1968

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

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

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

Article XX - Civil Rights Act of 1964, Title VI

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

Article XXI - Hotel and Motel Fire Safety Act of 1990

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

Article XXII - Disposition of Equipment Acquired Under the Federal Award

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

Article XXIII - Patents and Intellectual Property Rights

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

Article XXIV - Procurement of Recovered Materials

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

Article XXV - Terrorist Financing

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

Article XXVI - Prior Approval for Modification of Approved Budget

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

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

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

Article XXVII - Acknowledgement of Federal Funding from the DHS

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

Article XXVIII - Acceptance of Post Award Changes

In the event the FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Article XXIX - Rehabilitation Act of 1973

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

Article XXX - False Claims Act and Program Fraud Civil Remedies

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

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

It is the DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by the DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXII - Lobbying Prohibitions

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

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

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

Article XXXIV - Age Discrimination Act of 1975

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

Article XXXV - National Environmental Policy Act

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

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

Article XXXVII - USA PATRIOT Act of 2001

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

Article XXXVIII - Non-Supplanting Requirement

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

Article XXXIX - Drug-Free Workplace Regulations

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

Article XL - Universal Identifier and System of Award Management

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

Article XLI - Energy Policy and Conservation Act

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

Article XLII - Whistleblower Protection Act

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

Article XLIII - Federal Debt Status

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

Article XLIV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from the DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of the DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLV - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the NOFO for this program are incorporated here by reference in the award terms and conditions. All Subrecipients must comply with any such requirements set forth in the program NOFO.

Article XLVI - SAFECOM

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

Article XLVII – EO 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of EO 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with EO 14074 to support safe and effective policing.

REQUEST FOR ACTION

DATE: October 5, 2023

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Health Dept.

SUMMARY OF REQUEST / INFORMATION: Request acceptance of the FY 24 VAAA (Valley Area Agency on Aging) Contract award for Senior Programs, and authorization for the Health Department Direct to electronically sign said contract. The award amounts are as follows:
CONTRACT SUMMARY

Service Category	Amount
Care Management	\$54,998
Congregate Meals	\$70,672 (NSIP= 13,686)
Home Delivered Meals	\$291,662 (NSIP= \$73,142)
In-Home Services	\$209,812
In-Home Respite	\$62,560

ADDITIONAL INFORMATION: This is a yearly grant award. Additional funding for the services is provided through the senior millage.

CONTACT PERSON(S): Kathy Haskins, Director/Health Officer

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION: Motion by _____, supported by _____, to accept the FY 2024 VAAA award for various senior programs and services, and to authorize the Health Department Director to electronically sign the contract, and that a copy be forwarded to the County Clerk to be entered into the official record as an exhibit.

ATTACHMENTS YES X NO _____

VALLEY AREA AGENCY ON AGING

NOTIFICATION OF CONTRACT AWARD

\$ 689,704

PROJECT IDENTIFICATION NUMBER

LCHD- 2024

TYPE OF CONTRACT OR ACTION

- ☒ New
- ☐ Renewal
- ☐ Revision/Supplement to contract
- ☐ Reinstatement of suspended project
- ☐ Reinstatement of terminated project
- ☐ Not Applicable

PROJECT YEAR OF THIS CONTRACT

FY - 2024

INCORPORATION STATUS

Private, Non-Profit

TAX ID # 38-2632017

FISCAL YEAR FROM WHICH FUNDS AWARDED

FY 2024

APPROVED PROJECT PERIOD

FROM: 10/1/2023 TO: 9/30/2024

SUBCONTRACTOR

NAME: Lapeer County Health Department

ADDRESS: 1800 Imlay City Road

Lapeer, MI 48446

PHONE: (810) 667-0391

SUBGRANTEE

NAME: Valley Area Agency on Aging

ADDRESS: 225 E Fifth Street, Suite 200

Flint MI 48502

PHONE: (810) 239-7671

SERVICE AREA ☐ Genesee County ☒ Lapeer County ☐ Shiawassee County

CONTRACT SUMMARY

	Service Category
1	Care Management
2	Congregate Meals (includes estimated NSIP)
3	Home Delivered Meals (includes estimated NSIP)
4	In-Home Services
5	In-Home Respite

Amount	Clients	Units
\$54,998	32	386
\$70,672	172	11,235
\$291,662	203	66,894
\$209,812	156	10,305
\$62,560	43	3,072

COMPUTATION OF CONTRACT

Services	Care Management	Congregate Meals	Home Delivered Meals	In-Home Services	In-Home Respite
VAAA Share	\$54,998	\$56,986	\$218,520	\$209,812	\$62,560
Required Local Match	Cash	\$46,137	\$433,148	\$400,554	\$367,191
	In-Kind				
NSIP		\$13,686	\$73,142		
Estimated Program Income					
Total	\$101,135	\$503,820	\$692,216	\$577,003	\$131,960
Other Resources	0	0	0	0	0

IN ADDITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT, FOLLOWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

1. Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost.

2. The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.

3. If the actual cost is less than the amount in "Total," "COMPUTATION OF CONTRACT," the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

\$ 689,704

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified.

6. Other conditions: _____

VALLEY AREA AGENCY ON AGING

CONTRACT

THIS CONTRACT, entered into on this 1st day of October, 2023 by the Valley Area Agency on Aging (herein after referred to as "VAAA", located in Flint Michigan

And

Lapeer County Health Department- Senior Programs
(hereinafter referred to as "SUBCONTRACTOR")

STATES AND WITNESSES THAT:

WHEREAS, VAAA has entered into a contract with the Bureau of Aging, Community Living, and Supports(AASA) of the State of Michigan for a grant for the planning and development of regional services to the aging within the counties of Genesee, Lapeer and Shiawassee, pursuant to Title III of the Older Americans Act of 1965, and Amendments of 1970, 1973, 1975 and 1978; and

WHEREAS, VAAA has accepted the Application for Project Contract LCHD- 2024 Submitted by the Subcontractor to provide services to the aging in the target area(s) of: Genesee, Lapeer & Shiawassee County.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

Subcontractor agrees to perform in a manner satisfactory to the Valley Area Agency on Aging those services set forth in, including client eligibility, and abide by the specifications of, the Operational Guidelines & Standards. (Attachment A).

The Subcontractor will serve a minimum of:

<i>Service</i>	<i>Unduplicated Clients</i>	<i>Units of Service</i>
Care Management	32	386
Congregate Meals	172	11,235
Home Delivered Meals	203	66,894
In-Home Services	156	10,305
In-Home Respite	43	3,072

<i>Service</i>	<i>Low-Income Seniors</i>
Care Management	5
Congregate Meals	28
Home Delivered Meals	33
In-Home Services	25
In-Home Respite	7

<i>Minority Seniors</i>
1
7
8
6
2

<i>Frail/Disabled Seniors</i>
9
50
59
46
13

2. TIME OF PERFORMANCE

A Subcontractor agrees to begin provision of services on 10/01/2023 and to continue to provide services until 09/30/2024 .

B The Project Period for which the Subcontractor shall be eligible to receive funds from VAAA is from 10/01/2023 to 09/30/2024 .

3. PROBATION, SUSPENSION, OR TERMINATION

A Probation

- 1 When a subcontractor has failed to comply with the terms of a contract, VAAA may place the subcontractor operations on probation, in whole or in part.
- 2 VAAA may commence probation upon the Subcontractor's receipt of written notice of violations cited by VAAA.
- 3 The notice of probation shall contain reasons for probation, any corrective action required of the Subcontractor, the effective date, and must note the right of the Subcontractor to appeal the decision.
- 4 During the probationary period, the Subcontractor will receive reimbursement for expenses incurred as part of the contract.
- 5 If, during the probationary time frame, the Subcontractor does not comply with the corrective actions, suspension or termination may be elected.

B Contract Suspension

- 1 When a Subcontractor has failed to comply with the terms of the contract, VAAA may suspend support for the Subcontractor operations, in whole or in part. Support for any part shall automatically be terminated when it has been suspended for more than ninety (90) days.
- 2 To suspend Subcontractor operations, VAAA must notify the Subcontractor in writing of the action being taken, the reason(s) for such action, the effective date, and the conditions of the suspension. This notice must be given at least ten (10) days prior to the effective date of the suspension and must note the right of the subcontractor to appeal such decision.
- 3 Under extreme conditions (danger to older persons or improper use of funds), immediate notice of suspension may be given.
- 4 New obligations incurred by the Subcontractor during the suspension period will not be allowed unless VAAA expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subcontractor could not reasonably avoid during the suspension period will be allowed if they result from obligations properly incurred by the Subcontractor before the effective date of the suspension and not in anticipation of suspension or termination.
- 5 In suspending contract operations, VAAA shall determine the amount of unearned funds the Subcontractor has on hand, anticipated length of suspension, the extent of operations suspended, and the amount of the fund balance on hand to determine whether VAAA should require the balance to be returned.
- 6 VAAA may reinstate the suspended contract operations if it determines conditions warrant such action. Such reinstatement shall be made by issuance of a new statement of award.
- 7 VAAA financial participation in reinstated contract operations may resume immediately upon reinstatement, but not for any costs incurred for those contract operations while they were suspended. The obligational authority unearned at the time of suspension may again become available for earning at previously-established matching ratio, unless VAAA reduces the amount of the contract.

C Contract Termination

- 1 For adequate cause, VAAA may terminate support for a contract prior to the end of an approved Project Period. Examples of cause for which the area agency may wish to terminate support are:

- a. Availability of funds;
 - b. Subcontractor violates conditions under which the contract was approved;
 - c. Program performance is inadequate, as documented through the monitoring of visits;
 - d. Other resources are unavailable;
 - e. Assessment findings are inadequate for two (2) semi-annual assessments; and
 - f. Suspension for more than three (3) consecutive months.
- 2 To terminate funding of a contract, VAAA must notify the Subcontractor in writing at least thirty (30) days prior to the effective date of termination and the reasons for such action. This notice must specify any reports to be completed, the right of the Subcontractor to appeal, and the procedures to be followed for the appeal.
 - 3 Under extreme conditions, immediate termination may be completed (e.g., gross negligence, misappropriation of funds, etc., are considered extreme conditions.)
 - 4 When financial support of a contract terminates on completion of the approved project period or earlier, the Subcontractor shall complete and submit a final project and financial report to VAAA by the date established by VAAA pursuant to the Subcontractor.
 - 5 When a contract is terminated or completed, equipment and supplies purchased with budget funds must be disposed of, in accordance with procedures prescribed by 45 CFT, Part 74, Subpart O (74.139). Any funds realized from the sale of such equipment or supplies is an adjustment to the projected cost.
 - 6 The Subcontractor may terminate the contract upon thirty (30) days written notice to VAAA at any time prior to the completion of the contract for adequate cause.
 - a. When the contract is concluded or terminated, the Subcontractor shall provide VAAA, within thirty (30) days after the conclusion or termination, with all financial, performance, and other reports required as a condition of the contract. VAAA shall make payments to the Subcontractor for allowable reimbursable costs not covered by the previous payments. The Subcontractor shall immediately refund to VAAA any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.
 - b. The Subcontractor shall notify VAAA in writing if its intent to pursue a claim against VAAA for breach of any terms of the contract. No suit may be commenced by the Subcontractor for breach of the contract prior to the expiration of sixty (60) days from the date of such notification. Within this sixty (60) day period, the Subcontractor, at the request of VAAA, must meet with the Director of VAAA for the purpose of attempting resolution of the dispute.

D Opportunity for Hearings

In the event of contract probation, suspension, or termination, the Subcontractor may utilize the VAAA appeal hearing process. If the VAAA appeal hearing process has been completed, with the decision rendered in writing, Subcontractor may appeal the VAAA decision to AASA within thirty (30) days of receiving the written notification.

- 1 Appeal Procedure. Any party having the right to appeal shall submit a written request to appeal to the Director, Bureau of Aging, Community Living, and Supports(AASA), within 10 calendar days of receiving the written notice of adverse action by a grantee or arbitration. An appellant who receives an adverse ruling by an area agency policy board may appeal to arbitration or appeal directly to the state commission. Such appeal applications must certify that the appealing body has the endorsement of the governing body of the officially recognized entity. Included in the request will be a statement of the basis of the appeal in sufficient detail to permit an appropriate analysis. Failure to submit sufficient and relevant information or data could result in a decision by the Commission which is adverse to the appellant. The Director of AASA may recommend denial of a request under any of the following circumstances:

- a. The request was not submitted within the time allowed.
- b. The request was withdrawn by the appellant through written notice.
- c. The Bureau of Aging, Community Living, and Supports(AASA) has determined that it lacks jurisdiction over the issue.
- d. The appellant does not have the right to appeal.

Written notice shall be given to the appellant, by the Director of AASA, stating the reasons for denial of the request, within 14 calendar days of the receipt of the appeal.

- 2 Upon receiving a recommendation from the Director to grant an appeal hearing, the Chairperson of the Michigan Commission on Services to the Aging shall appoint a panel to hear the appeal. The panel shall consist of no less than three (3) and no more than five (5) members. Panel members shall be selected from one or a combination of the following categories [see Rule 309(5)].
 - a. Commission members who are disinterested parties.
 - b. State Advisory Council members who are disinterested parties as defined in the Older Americans Act, P.A. 180, Section 4(2).
- 3 A hearing shall be scheduled no later than 30 calendar days after the request was received by the Bureau of Aging, Community Living, and Supports(AASA). A notice of hearing shall be mailed to the parties not less than 14 calendar days before the hearing date. This notice shall include:
 - a. Date, time and place of hearing.
 - b. Statement of issue being heard.
 - c. Request for submission of relevant information deemed necessary by the Commission.
 - d. Rules of conduct for the hearing.
 - e. Rights of the party.
- 4 The Michigan Commission on Services to the Aging may dismiss an appeal under any of the following circumstances:
 - a. The request is withdrawn by the appellant through written notice before a final decision is issued.
 - b. The appellant fails to appear, or to be represented, at the scheduled hearing without a request for delay or postponement.

Written notice will be given by the Director to the appellant stating the reasons for dismissal.

- 5 During the hearing procedures, the parties shall be given an opportunity to present oral and written arguments on pertinent issues, to bring witnesses, to present evidence, and to question any testimony or evidence including cross-examination of witnesses.
- 6 Upon completion of the hearing, the Hearings Panel will develop a written finding of facts and recommendations to be presented to the Michigan Commission on Services to the Aging (MCSA) at its next regularly-scheduled meeting. The MCSA will make the final decision regarding the appeal. A decision will be rendered within 60 days of completion of the hearing.
- 7 Written notice of the decision will be provided to all parties, by the Director, within seven (7) calendar days of Commission action regarding the decision.
- 8 Decisions made by the Commission on Services to the Aging, in accordance with this procedure, shall be the final agency decision.
- 9 Appeals Beyond Commission Action. The appellant may elect to file suit in a Circuit Court if the requested relief has not been granted through the above administrative appeal process [Rule 615(b).]

4. **CONTRACT AMENDMENTS**

- A This contract contains all terms and conditions agreed upon by the parties; no other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.
- B Material changes which substantially affect the character of this contract shall be subject to approval of the Valley Area Agency on Aging. Such substantive changes shall include:
 - 1 Significant changes in the project objectives, including projections of clients or units;
 - 2 Any addition of a new service category or deletion of an existing service category;
 - 3 A change in the cost-sharing ratio or a change in the type of match;
 - 4 A change in the project period and budget year dates;
 - 5 A budget transfer of more than twenty (20) percent or \$1,000, whichever is greater, from any single approved service category;
 - 6 Supplemental awards; and/or
 - 7 Other changes, as specified by VAAA policy.
- C If, for any cause, alterations or changes take place in the rules, regulations, laws, or policies to which VAAA must comply, or if there is any termination or reduction in the allocation funds provided to VAAA, the VAAA shall have the right to terminate or reduce the amount paid to the Subcontractor. Termination or reduction in the amount to be paid shall take effect immediately upon receipt of written notice to the Subcontractor, unless a different effective date is specified in the notice. A copy of policy, law, rule and regulation changes shall be provided to the Subcontractor upon request.
- D Minor administration revisions made for the purpose of facilitating implementation of the project shall not require approval of the VAAA; however, Subcontractor agrees to submit such proposed revisions to VAAA with necessary justification and documentation. Requests for budget line item transfers within a service category, or a budget transfer of less than twenty (20) percent, or \$1,000, whichever is greater, in a service category should be viewed as administrative revisions, and VAAA shall be notified.

5. REPORTS AND INFORMATION

- A Fiscal Records. Subcontractor agrees to keep all necessary accounting records, journals, ledgers, etc., as may be required for the accurate accounting of all monies received and disbursed by it, as well as all matching local and in-kind funds received by it. It is understood and agreed by the Subcontractor that these records may be inspected and audited at any time VAAA deems necessary, in accordance with federal laws and regulations.
- B Program Records. Subcontractor agrees to keep accurate records of all services performed in accordance with the requirements of VAAA and to use such forms and systems as VAAA may specify for the accurate and efficient performance and accounting of services and the assimilation of essential data and to make available to VAAA such records and reports as may be required by VAAA.
- C Examination and Maintenance of Records. The Subcontractor shall permit VAAA, AASA, AoA, the Department of Health and Human Services, the Comptroller General of the United States, or any of their authorized agents access to any books, documents, papers or other records of the Subcontractor which are pertinent to the contract, in order to make audit examination, excerpts or transcripts so long as such is in conformity with the Privacy Act of 1974.
 - 1 Access shall also be granted to the facilities being utilized at any reasonable time to observe the operation of the program. The Subcontractor shall retain all books, records, or other documents relevant to the contract

for three (3) years after final payment, at Subcontractor's cost, and federal auditors and any persons duly authorized by VAAA shall have full access to and the right to examine and audit any of the material during this period. If an audit is initiated prior to the expiration of the three (3) year period and extends past that period, all documents shall be maintained until the audit is completed. VAAA shall provide findings and recommendations of audits to the Subcontractor.

- 2 VAAA shall adjust future payments or final payment if the findings of the audit indicate overpayment to the Subcontractor in the period prior to the audit. If payments are due and owing VAAA, the Subcontractor shall immediately refund all amounts which may be due VAAA. If a contract is terminated, and after final payment and audit, the Subcontractor received overpayment, the Subcontractor shall immediately refund all amounts due VAAA.

D Subcontractor agrees to deliver to VAAA reports which shall include, but not be limited to:

- 1 A project **monthly report**, completed and delivered to VAAA staff by the tenth (10th) calendar day of each month, which shall contain output measure data and other monthly information requested for the preceding calendar month. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 2 A project **quarterly report**, completed and delivered to VAAA staff within ten (10) days following the last day of each quarter. The specific information to be given and format to be used shall be determined by VAAA staff. VAAA staff shall have the right to modify the specific information requirements and/or format as long as such modifications are reasonably within the scope of the project and the contracted cost base and as long as the Subcontractor is notified one (1) month in advance of the due date of the reports.
- 3 A **cash request**, constructed and delivered to VAAA staff by the tenth (10th) calendar day of each month.
- 4 A quarterly **financial report**, constructed and delivered to VAAA staff by the tenth (10th) calendar day following the last day of each quarter.
- 5 The following information, at a minimum, shall be available for the assessment reports prepared by VAAA staff:
 - a. A description of significant project activities, problems and results during the preceding quarter.
 - b. A description of the extent of the involvement of senior citizens in the administration and operation of the project and efforts undertaken to promote the project and increase senior citizen participation.
 - c. A description of any significant changes in the Subcontractor's organization, operating procedures, or coordination with other agencies that resulted from the project.
 - d. A statistical description of participation/beneficiary characteristics, including age, sex and race.
- 6 Any additional reports as deemed necessary by VAAA shall be made and submitted by Subcontractor upon request.

6. CONFIDENTIALITY

- A The use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this contract shall be restricted to purposes directly connected with the program implemented by this contract, as required by 1321.19(1) of the Privacy Act of 1974. The Subcontractor shall report client information to VAAA, and VAAA shall have access to the files, as necessary, to monitor and administer programs so long as access is in conformity with the Privacy Act of 1974.

- B Information about or obtained from an individual and in possession of the Subcontractor providing services to such an individual shall not be disclosed without the individual's informed written consent. Referrals to other agencies providing services must also have the individual's informed written consent.

7. WORKER'S COMPENSATION INSURANCE

- A The Subcontractor will provide worker's compensation insurance where the same is required, and shall accept full responsibility for payment of unemployment compensation premiums for worker's compensation and social security, as well as all income tax deductions and any other taxes on payroll deductions required by law for the employees who are performing services specified by this Agreement.

8. INSURANCE COVERAGE

- A Each program shall have sufficient insurance to indemnify loss of federal, state, and local resources due to casualty, fraud or employee theft. All buildings, equipment, supplies, and other property purchased in whole or in part with funds awarded by the Older Americans Act are to be covered with sufficient insurance to reimburse the program for the fair market value of the asset at the time of loss. The Subcontractor shall add VAAA as an additional insured and provide VAAA with a certificate of insurance showing the limits of liability, policy dates and insurance carriers. Please note: Failure to provide certificate will result in a reduction in payment to reimburse VAAA for General Liability and Worker's Compensation premiums. Failure to maintain continual insurance coverage for the term of the contract may be grounds for immediate termination of the contract.

The following insurances are REQUIRED:

- a. Worker's compensation
- b. Fidelity bonding (for persons handling cash)
- c. Auto Liability Insurance (for agency owned vehicles or those persons who use privately owned vehicles for agency business)
- d. Insurance to protect the contracted service provider from claims against or contracted service provider drivers and/or passengers,
- e. Professional liability (VAAA named as additional insured)
- f. Personal Liability Insurance
- g. General liability (VAAA named as additional insured)

The following insurances are recommended for each contracted service provider:

- Insurance for Board members and officers,
- Umbrella liability; and
- Special multi-peril.

Subcontractors utilizing assignees or subcontractors to perform work must first obtain prior written approval from VAAA as required by Section 16(J) of this Agreement. Additional insurance waivers are needed if Subcontractor utilizes assignees or subcontractors. Subcontractors must ensure that assignees or subcontractors have the appropriate licensures, insurances and/or certificates. Failure to comply with any of these provisions may result in the termination of the contract.

9. ARBITRATION

- A Covered Claims/Exclusive Procedure. Any and all disputes, controversies or claims arising out of or in connection with or relating to this Agreement or any breach or alleged breach thereof, and any claim that VAAA or SUBCONTRACTOR violated any state or federal statute, Michigan common law doctrine, or committed any tort with respect to this Agreement, shall be made in writing and mailed to the VAAA or SUBCONTRACTOR. However, this agreement to arbitrate does not apply to those matters subject to the hearing process outlined in

Section 3 of this Agreement.

B Notice. Either party must provide notice to the other party within a reasonable period of time, but in no event later than six (6) months from the date it should reasonably have been aware of the circumstances giving rise to the dispute, controversy, or claim. If the dispute involves a federal statutory claim, notice shall be given within the applicable statutory period of limitations. Notice shall be sent by certified mail to the address listed for each party on the first page of this Agreement, unless prior notice is provided, in writing, to submit such notices to a different address.

C Mediation. After notice to arbitrate is served, the parties agree to meet and make reasonable effort to resolve any such disputes, controversies, or claims informally. Such efforts must include mediation before either party may demand to schedule an arbitration hearing. If, despite reasonable effort by the parties, VAAA or SUBCONTRACTOR are unable to resolve the disputes, controversies, or claims, upon the request of the party involved, they may be submitted to and settled by arbitration in the State of Michigan in accordance with this provision.

D Representation, Discovery, and Subpoena Rights. Each party may be represented by an attorney or another representative of their choice. Each party may conduct pre-hearing discovery in the time and manner provided by the then-applicable Michigan Court Rules. Each party may subpoena witnesses and documents relevant to the dispute.

E Designation of Witnesses. The parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration hearing at least thirty (30) days before the arbitration hearing, or at a time to which the parties otherwise agree.

F Procedure. The parties shall mutually select a neutral arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement, the arbitrator will be selected by the Genesee County Circuit Court. The arbitration hearing shall take place in or near Flint, Michigan. The arbitrator's decision will be final and conclusive. The arbitration will be held in accordance with the procedures adopted by the arbitrator. The arbitrator shall apply any applicable state or federal laws.

The arbitrator shall have no power to add to, subtract from, or alter the policies and procedures of the Employer, or other terms of the employment relationship, and shall render a written decision, within sixty (60) days after the conclusion of the arbitration hearing, setting forth findings of fact and conclusions of law only as to the claims or disputes at issue.

G Record Of Proceedings; Post-Hearing Brief. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Either party, upon request at the close of the hearing, may file a post-hearing brief, with the filing date being set by the arbitrator.

H Damages, Fees and Costs. This arbitration procedure does not waive or limit any statutory damages to which a party claims they are entitled. The parties shall share the costs of the arbitrator. Each party will post appropriate security for its portion of the arbitrator's fee, in an amount and manner determined by the arbitrator, ten (10) days before the first day of the hearing. Each party shall pay for its own costs and attorney's fees. However, if any party prevails on a statutory claim that entitles the prevailing party to attorney's fees, the arbitrator may award reasonable fees to the prevailing party.

I Award. An arbitrator's award pursuant to this agreement shall be final and conclusive upon the parties. The arbitrator's decision may be confirmed, vacated, or appealed, only as provided in the Michigan Uniform Arbitration Act.

J Severability. The invalidity of all or part of any Paragraph or Section of this Agreement shall not invalidate the remainder of this Agreement, or the remainder of any Paragraph or Section not invalidated, unless the elimination of such Paragraph or Section substantially defeats the intent and purpose of the parties.

K Law of Michigan. This Agreement shall be governed by and construed under the laws of Michigan.

L Indemnification. To the extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless VAAA and its officers, employees, and agents from and against any loss or damage, including without limitation reasonable attorneys' fees and court costs, to the extent caused by the acts, errors or omissions of the Subcontractor and its officers, employees, contractors, and agents. To the extent permitted by law, VAAA agrees to defend, indemnify and hold harmless Subcontractor from and against any loss or damage, including without limitation reasonable attorneys' fees and court costs, to the extent caused by the acts, errors or omissions of VAAA and its officers, employees, and agents under this Agreement. The indemnified party shall notify the indemnifying party of any written claim, loss or demand for which the indemnifying party may be responsible under this provision and shall cooperate with the indemnifying party to facilitate the defense or settlement of the claim. The indemnifying party shall keep the indemnified party reasonably apprised of the continuing status of the claim, including any lawsuit resulting therefrom, and shall permit the indemnified party, at its expense, to participate in the defense or settlement of such claim. The indemnifying party shall have final authority regarding defense and settlement.

10 EQUIPMENT PURCHASES AND TITLE

- A The Subcontractor agrees to conform to applicable provisions of Title III, Part B, of the Older Americans Act and Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978 (Subpart O Property) in the acquisition, transfer, replacement, or disposition of real property, equipment, or supplies. Per Title 45 of the Code of Federal Regulations, Part 74, Administration of Grants, August 2, 1978, Subpart O, for items of equipment having a unit acquisition cost of \$1,000 or more, the granting agency shall have the right to require transfer of the equipment (including title) to the federal government. All equipment and literature used for the above funded programs shall be marked "Paid for with funding from Valley Area Agency on Aging (VAAA) and the Offices of Services to the Aging (AASA)".

11. LIMITS OF LIABILITY

- A All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery and management decisions, to be carried out by the Subcontractor in the performance of this Contract, shall be the responsibility of the Subcontractor, and not the responsibility of the VAAA or AASA, if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of the Subcontractor or anyone directly or indirectly employed by the Subcontractor, provided, however, that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor or its employees as provided by statute or court decisions.
- B All liability of third parties, loss or damage as a result of claims, demands costs or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the VAAA and AASA in the performance of this Contract shall be the responsibility of the VAAA and AASA and not the responsibility of the Subcontractor if the liability, loss or damage is caused by, or arises out of, the action or failure to act on the part of any VAAA and AASA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity.
- C In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Subcontractor and the VAAA and AASA in fulfillment of their responsibilities, under this Contract, such liability, loss or damage shall be borne by the Subcontractor and the VAAA and AASA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the State of Michigan, its agencies, the VAAA and AASA or their employees, or the Subcontractor or its employees as provided by statute or court decisions.

12 COMPENSATION AND METHOD OF PAYMENT

A Compensation

- 1 VAAA agrees to pay the Subcontractor up to the amount of \$ 689,704
\$ 54,998 (Fifty Four Thousand Nine Hundred Ninety-Eight Dollars – for Care Management);
\$ 70,672 (Seventy Thousand Sixt Hundred Seventy Two Dollars – for Congregate Meals);
\$ 291,662 (Two Hundred Ninety One Thousand Six Hundred Sixty Two Dollars – for Home Delivered Meals);
\$209,812 (Two Hundred Nine Thousand Eight Hundred Twelve Dollars – for In-Home Services);
\$62,560 (Sixty Two Thousand Five Hundred Sixty Dollars – for In-Home Respite),
full and complete compensation, for the Subcontractor's costs and expenses incurred, as applicable, to
provision of services under this contract, for the period of 10/01/2023 through 09/30/2024
- 2 Subcontractor agrees that VAAA may initiate fiscal audit and review at the end of the first three (3) month period of the term of this contract and at the end of each subsequent three (3) month period to determine actual project cost and effectiveness of services provided under this contract by Subcontractor. In the event such audit and review indicates irregularities, inequities, or failure to perform in accordance with this contract, this contract will become subject to renegotiation within ten (10) days after completion of audit and review.
- 3 VAAA will have the right to withhold funds or to void this contract in its entirety should Subcontractor be unable or unwilling to correct such irregularities, inequities or performance failures, as revealed by the audit and review upon its giving thirty (30) days written notice of its intention to do so.
- 4 It is further expressly understood and agreed that no sums paid by VAAA to Subcontractor under this contract will be used in any manner or to purchase any services or to satisfy any debts not specifically incurred as a result of services performed under this contract within the period this contract is in effect.
- 5 Donations and other income generated by the delivery of services shall be considered program income. Funds generated under program income are to be retained by the Subcontractor and used in accordance with the additive alternative. Under this alternative, all program income accrued by a Subcontractor is to be used for allowable costs of the project or program through which it was generated to increase or expand the services offered during the contractual period.
- 6 VAAA may suspend or terminate payment, in whole or in part, for cause by giving written notice to Subcontractor by registered mail, return receipt requested, at least ten (10) calendar days in advance of such suspension, specifying the reason or reasons therefore.
 - a. It is further understood and agreed that the Subcontractor shall receive compensation, as herein provided, for all work satisfactorily completed prior to the expiration date of the contract.
 - b. Cause for non-compensation may include any of the following:
 - 1 Ineffective or improper use of funds;
 - 2 Failure to comply with provisions or covenants or obligations of this contract;
 - 3 Submittal of reports to VAAA which are incorrect or incomplete in any material respect or failure to submit timely reports, as required under this contract; or
 - 4 If, for any reason, the carrying out of this contract is rendered improbable or nonfeasible, as determined by VAAA or the Bureau of Aging, Community Living, and Supports(AASA).

B Method of Payment

- 1 Complete, correct monthly cash request received by VAAA staff by the due date, the Subcontractor will be reimbursed for the amount of monies requested or the number of units served in the program operation during the preceding month. This will be done no later than thirty (30) days after the receipt of reports and sooner, if at all possible. The Valley Area Agency on Aging fiscal year begins October 1st and ends September 30th.

Therefore, to receive payment for a current year's services, **ALL BILLING MUST BE SUBMITTED BY NOVEMBER 1st FOLLOWING THE END OF THE FISCAL YEAR, NO EXCEPTIONS.**

- 2 Where the Subcontractor has satisfied VAAA staff that it is financially unable to perform its obligations under the contract on a reimbursement basis, VAAA may permit such a Subcontractor to be compensated through the following advance payment method: Within ten (10) days after execution of the contract, the Subcontractor shall submit to VAAA staff a detailed forecast of expenses expected to occur in the first month. After the initial advance, all other payments will be made on reimbursement basis. Every expenditure transacted with said advance funds shall be documented in the same manner as is required by VAAA staff for release or disbursement of reimbursement funds. Such documentation shall be delivered to VAAA staff before any further requisition for advance funds shall be considered.
- 3 No money under this contract shall be disbursed except upon receipt of the monthly cash request and specifications of performance which shall include such information and documentation thereof as VAAA staff shall require and shall specifically satisfy those requirements set out in this contract and with regard to accounting and fiscal matters to the extent they may be applicable.
- 4 VAAA shall make all payments payable to the Subcontractor for deposit only to such bank account as the Subcontractor shall designate to VAAA staff prior to the payment of any sums to the Subcontractor under this contract.
- 5 VAAA shall maintain accurate and current records of the payments made and the sources of such payments.
- 6 The Subcontractor and VAAA shall be responsible for fiscal planning to detect over or underspending for implementation of reprogramming funds. Accurate fiscal reporting should coincide with the budget developed. The budget should be well planned so it can be used as a guide for spending.
- 7 Any funds received in excess of expenditures under the contract must be rebudgeted by the program, with VAAA approval. Such funds may be used either to expand the number of units of service to be provided or to enhance the provider's ability to operate under the contract. Final reimbursement for any fiscal year may be reduced to ensure compliance with this requirement. This provision is to support the intent of the Older Americans Act and the Michigan Nonprofit Corporation Act to have grant funds and program income be used for expansion of service operations. A nonprofit organization may earn profit under such a contract. However, revenue in excess of expenditures must be used by the organization to maintain or expand the service program.
- 8 Reprogramming will be considered by VAAA when underspending is at least ten (10) percent below the planned expenditures for the period.

C Maximum Compensation

- 1 It is expressly understood and agreed that in no event will the total amount be paid to Subcontractor by VAAA for all services to be performed under this contract budget exceed the maximum sum of
\$ 689,704
- 2 The amount paid to Subcontractor by VAAA shall not exceed eighty percent (80%) of the total contract, which shall not include resources designated in the budget as "Other Resources."

13 AVAILABILITY OF FUNDS

VAAA's payment of funds for purposes of this contract is subject to and conditional upon the availability of funds for such purposes, being federal and/or state funds. VAAA may terminate this contract immediately upon written notice to the Subcontractor at any time prior to the completion of the terms of this contract if funding becomes available.

14 SEVERABILITY OF PROVISIONS

If any provision of this contract is held invalid, the remainder of this contract shall be unaffected thereby, if such remainder would then continue to conform to the terms and requirements of applicable laws.

15 NOTICES

Notices and communications under this contract shall be sent by First Class mail to VAAA, addressed to:

Valley Area Agency on Aging
225 E Fifth Street, Suite 200
Flint MI 48502

16 ASSURANCES

These assurances are required by the Bureau of Aging, Community Living, and Supports(AASA) to be a part of any and all Area Agency on Aging contracts.

A Environment

- 1 Site meets minimum standards of local building, fire and health departments.
- 2 Site is reasonably accessible to public transportation, if available.
- 3 Site is accessible and relatively free of both physical and psychological barriers.
- 4 Site has adequate space and equipment for the proposed program.
- 5 Facility is properly licensed, if a license is required, for the services offered by the site.
- 6 Subcontractor agrees to comply with the intent and purpose of Section 504 of the Rehabilitation Act of 1973 and the Federal Regulations (45CFT, Part 84), issued pursuant thereto. Subcontractor further agrees to comply with the Michigan Commission on Aging barrier-free policies and instructions issued pursuant by AASA.

B Sponsor Goals

- 1 The program and activities of the Subcontractor serve to lessen isolation of the elderly and to maintain their independence in the community.
- 2 Subcontractor shall utilize a standard client intake procedure approved by VAAA for all services established and maintained.
- 3 Subcontractor shall not use a means test to deny or limit services to older persons, unless specifically required by state law or federal legislation.
- 4 Subcontractor shall assume the responsibility for affording the opportunity to older persons to contribute all or part of the costs of services provided. Each older recipient shall determine, without coercion, what he or she is able to contribute toward the cost of the services.
 - a No older person shall be denied a service because of failure to contribute all or part of the cost of such services. Suggested contribution schedules shall in no case be used to determine the eligibility of Title III funded services.
 - b Subcontractor shall accept client contributions in such a way as to protect the privacy of each older person with respect to his/her contribution.

- c The procedure utilized in the collection of contributions shall provide for the safe handling and accurate accounting of all funds. Subcontractor shall provide VAAA with a written statement on the procedure used.
- 5 Subcontractor shall have a grievance procedure established to address complaints of individual recipients.
- 6 The Subcontractor has a commitment to identify participant needs and establish linkages for delivery of needed services.
- 7 The Subcontractor will demonstrate effective planning for progressive program maintenance through its own resources.
- 8 Subcontractor must publicize services to all potential referral sources. Subcontractor shall ensure that referral agencies are provided with the minimum eligibility criteria per service to satisfactorily refer clients.

C Staffing

- 1 The Subcontractor is willing to employ staff who reflect the makeup of the primary service population.
- 2 The Subcontractor will not discriminate in its employment policies as to race, age, or sex, but will, as appropriate, reach out to employ people age 60+.
- 3 The Subcontractor will provide supervision for the proposed program, specify supervisory responsibilities, and the amount of time to be allocated to such responsibilities.
- 4 The Subcontractor's personnel policies are compatible with those of the local government and, where applicable, of the state, as well as federal government. Contractors which are local public agencies and have some or all of the responsibilities for planning, coordination, administration, and evaluation, shall apply the Merit System Standards (45 CFR, Part 70). These Contractors shall also comply with E.O. 11246, the Copeland Act, the Davis-Bacon Act, and/or the Contract Work Hours and Safety Standards Act.
- 5 Bilingual personnel must be available in areas where non-English or limited English-speaking persons constitute five percent (5%) of the senior population or number 1,000 seniors, whichever is less. Each program shall provide, or have access to, multi-lingual staff in order to interpret for persons with Limited English Proficiency (LEP) at no cost to the client, and shall translate written documents to reflect LEP as part of its overall language assistance program.

D Training

- 1 The Subcontractor will include its staff in appropriate orientation and training programs as given by VAAA.
- 2 The Subcontractor is willing to include staff of VAAA in its own orientation and training programs.

E Evaluation

- 1 The Subcontractor will assist VAAA in reporting and/or research requirements.
- 2 The Subcontractor will use those official forms required by VAAA to provide data on the proposed programs. Such data may include records of service provided, monies received from participants, attendance, etc.
- 3 The Subcontractor shall assist VAAA in conducting assessments of contract compliance and program progress.
- 4 The Subcontractor will allow inspection and audit of records to the supported program, in accordance with Federal and State regulations.

- 5 The Subcontractor shall conduct quality service reviews to ensure, at minimum, services are being delivered as ordered and to ensure participant satisfaction with the quality of services. Such reviews will be conducted on a semi- annual basis, at minimum. The subcontractor shall forward a report containing the results of said reviews to VAAA on a semi-annual basis.

F Inter-Agency Relations

- 1 The Subcontractor will not be in conflict with the stated goals and policies of VAAA.
- 2 The Subcontractor will maintain effective liaison with VAAA to ensure maximum benefits of the program to those aged with the greatest social economic need.
- 3 Subcontractor shall cooperate in the AAA's efforts to coordinate services among service providers.
- 4 The Subcontractor will permit designated staff of VAAA to participate ex-officio in Advisory Councils, community groups, and committees created for and specifically relating to the proposed program.

G Public Relations

- 1 The Subcontractor is willing to participate in program promotion through the various news and public information media and to utilize means of publicity most effective in reaching those in greatest economic and social need.
- 2 Any book, reports, pamphlets, papers, articles, films, slides, or other materials, based on activities specified herein shall contain an acknowledgement of support of funds through the Valley Area Agency on Aging, with the following statement, or one of similar substance: "This service is funded by the Valley Area Agency on Aging, under authority of Title III of the Older Americans Act and in compliance with Title VI of the Civil Rights Act."
- 3 VAAA, AASA and HHS reserve the option to receive, free of charge, up to three (3) copies of any publication published as part of the contract.
- 4 Where activities under the contract result in a book or other copyrighted material, the author is free to obtain a copyright, however, HHS, AASA and VAAA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, all such materials.

H Disclosure of Information

Subcontractor shall submit to VAAA all information that discloses names of persons with an ownership or controlling interest in the Subcontractor, part business transactions, and certain other disclosing entities. Further, the Subcontractor shall disclose whether any persons with an ownership or controlling interest in the Subcontractor have been convicted of a criminal offense, related to their involvement in any programs under Titles III, XVII, XIX, or XX of the Social Security Act since the inception of these programs. VAAA may immediately terminate this contract if the Subcontractor does not comply with these requirements.

I Compliance with Civil Rights, Other Laws

- 1 Each party to this Contract covenants that it will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges or employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same nondiscrimination assurances from any subcontractor who may be used to carry out duties described in this Contract. Breach of this covenant shall be regarded as a material breach of this Contract.

- 2 Further, the Subcontractor shall comply with all other federal, state, or local laws, regulations, and standards, and any amendments hereto, as they may apply to the performance of the contract.
- 3 The Subcontractor shall not refuse to provide services for the reasons mentioned above.
- 4 Elderly members of the Native American tribes and organizations in the greatest economic or social need within the Subcontractor's service area will receive funded services equivalent to the services to be received by non-Native American elderly residents.
- 5 The Subcontractor shall ensure that no person over the age of 60 is denied participation in services on the grounds of race, color, or national origin, and shall otherwise ensure compliance with Title VI of the Civil Rights Act of 1964.
- 6 The Subcontractor shall clearly post signs at locations where services are delivered, in English and other languages, as may be appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.
- 7 Subcontractor certifies that it is not suspended or debarred nor are its principals suspended or debarred from Federal Procurement or Non-procurement Programs.

J Subcontracts

- 1 The Subcontractor shall not assign the contract or enter into subcontracts to the contract with additional parties without obtaining prior written approval of VAAA.
- 2 Assignees or subcontractors shall be subject to all conditions and provisions of the contract.
- 3 The Subcontractor shall be responsible for the performance of all employees, agents, assignees and subcontractors; however, VAAA shall be able to monitor and assess.

Lapeer County Health Department- Senior Programs

Provider Agency

The Provider Agency which receives funds from the Michigan Department of Community Health, provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts, or other Federal financial assistance from the Department of Health and Human Services.

THE PROVIDER AGENCY HEREBY AGREES THAT IT WILL COMPLY WITH:

- 1 Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 2 Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 3 Title IX of the Educational Amendments of 1972 (Pub.L.92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services, (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.
- 4 The Age Discrimination Act of 1975 (Pub.L.94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Provider Agency receives Federal financial assistance from the Department.

The Provider Agency agrees that compliance with this assurance constitutes a condition of continued receipt of Federal Financial assistance, and that it is binding upon the Provider Agency, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider Agency by the Department, this assurance shall obligate the Provider Agency, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Provider Agency for the period during which it retains ownership or possession of the property. The Provider Agency further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) on the signature page is/are authorized to sign this assurance, and commit the Provider Agency to the above provisions.

HHS-690(05/97)

Form

Attachment A

Business Associate Agreement

Recital of Defined Terms

“Business Associate” shall mean “VAAA,” as identified in the initial page of this Contract.

“Privacy Rule” shall mean the standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

“Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from on behalf of the Department.

“Required by Law” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

“The Department” shall mean “Subcontractor,” as identified in the initial page of this Contract.

Whereas, Business Associate may have access, in the course of administering this Contract, to records that contain individually identifiable protected health information (“PHI”) as defined by §164.501 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164.

Whereas, The Department, in order to meet its obligations to comply with the privacy and security regulations promulgated under Title II, Subtitle F, §§ 261-264 of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the administrative regulations issued by the Department of Health and Human Services (“DHHS”) as found in 45 C.F.R. Parts 160 through 164 (hereafter the Privacy Rule) seeks reasonable assurances from Business Associate that Business Associate will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information it receives or possesses from the Department.

Whereas, Business Associate, in order to meet the Department’s HIPAA and Privacy Rule requirements, agrees to and will provide such reasonable assurances and further asserts that it has or will implement and/or maintain reasonable and appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of all protected health information that it receives or possesses from the Department.

Whereas, Business Associate further agrees to and will protect all protected health information against reasonably anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information.

NOW, THEREFORE, the parties agree as follows:

- 1 BUSINESS ASSOCIATE does hereby assure the Department that BUSINESS ASSOCIATE will appropriately safeguard protected health information made available to or obtained by BUSINESS ASSOCIATE.
- 2 In implementation of such assurance and without limiting the obligations of BUSINESS ASSOCIATE otherwise set forth in this Agreement or imposed by applicable law, BUSINESS ASSOCIATE hereby agrees to comply with applicable requirements of law relating to protected health information and with respect to any task or other activity that BUSINESS ASSOCIATE performs on behalf of the Department to the extent the Department would be required to comply with such requirements.
- 3 The agreement of BUSINESS ASSOCIATE set forth in items 1 and 2 above, and the additional provisions relating to permitted and required uses and disclosures thereof that shall be from time to time provided to BUSINESS ASSOCIATE by the Department in accordance with applicable law constitute a contract between the Department and BUSINESS ASSOCIATE establishing the permitted and required uses and disclosures of such protected health information by BUSINESS ASSOCIATE.

- 4 In amplification and not in limitation of the provisions of this Agreement, including this Section of this Agreement, BUSINESS ASSOCIATE agrees that it will:
- a Not use or further disclose such information other than as permitted or required by this Agreement.
 - b Not, except as necessary for the proper management and administration of the BUSINESS ASSOCIATE and for the performance of BUSINESS ASSOCIATE'S duties under this Agreement use, reproduce, disclose, or provide to third parties any confidential documents or information relating to the Department or patients of the Department, without the prior written consent or authorization of the Department or of the Department's patients. If BUSINESS ASSOCIATE uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if BUSINESS ASSOCIATE obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held in confidence and will be use for further disclosed only as required by law or for the purpose for which BUSINESS ASSOCIATE disclosed it to the person(s). BUSINESS ASSOCIATE shall also ensure that the person(s) to whom BUSINESS ASSOCIATE so discloses information notifies the Department of any instances of breach of confidentiality of which such person is aware.
- 5 BUSINESS ASSOCIATE shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of the Department. BUSINESS ASSOCIATE shall secure confidentiality agreements from its personnel on forms approved by the Department and shall provide such agreements to the Department upon request.
- 6 BUSINESS ASSOCIATE shall not use or further disclose the information in a manner that would violate the requirements of applicable law if done by the Department.
- a Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Health Department, as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Department or the minimum necessary policies and procedures of the Department.
- 7 BUSINESS ASSOCIATE shall use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
- 8 BUSINESS ASSOCIATE shall report to the Department any use or disclosure of such information not provided for by this Agreement of which BUSINESS ASSOCIATE becomes aware.
- 9 BUSINESS ASSOCIATE shall ensure that any subcontractors or agents to whom BUSINESS ASSOCIATE provides protected health information received from the Department agree to the same restrictions and conditions that apply to BUSINESS ASSOCIATE with respect to such information. BUSINESS ASSOCIATE shall provide copies of such agreements to the Department upon request.
- 10 BUSINESS ASSOCIATE shall make available protected health information in accordance with applicable law.
- 11 BUSINESS ASSOCIATE shall provide individuals who are the subject of protected health information received from the Department their rights as made applicable to business associates of covered entities.
- 12 BUSINESS ASSOCIATE shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Department as may be requested or required in writing and as permitted by law. BUSINESS ASSOCIATE agrees that all records kept in connection with this Agreement are subject to review and audit by the Department upon reasonable notice and written request by the Department.
- 13 Make BUSINESS ASSOCIATE'S internal practices, books, and records relating to the use and disclosure of protected health information received from the Department available to the Secretary of DHHS for purposes of determining the Department's compliance with applicable law (in all events, BUSINESS ASSOCIATE shall immediately notify the Department upon receipt by BUSINESS ASSOCIATE of any such request and shall provide the Department copies of any such materials.)

- 14 Upon termination of this Agreement by either party for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from the Department that BUSINESS ASSOCIATE still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- 15 BUSINESS ASSOCIATE shall incorporate any amendments or corrections to protected health information when notified pursuant to applicable law.
- 16 BUSINESS ASSOCIATE agrees to indemnify and hold harmless the Department, its Board of Directors, officers, agents, employees, and personnel ("Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the BUSINESS ASSOCIATE'S breach of its duties or the indemnifying party's errors or omissions within the terms of this Agreement or vicarious liability of the Department for any act or conduct of the BUSINESS ASSOCIATE adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the BUSINESS ASSOCIATE provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- 17 Without limiting the rights and remedies of the Department elsewhere set forth in this Agreement or available under applicable law, the Department may terminate this Agreement without penalty or recourse to the Department if the Department determines that BUSINESS ASSOCIATE has violated a material term of the provisions of this Agreement.
- 18 BUSINESS ASSOCIATE agrees that this Agreement may be amended from time to time by the Department if and to the extent required by the provisions of 42 U.S.C. 1171 *et seq.* enacted by the HIPAA and regulations promulgated thereunder in order to assure that this Agreement is consistent therewith.
- 19 In the event of an inconsistency between the provisions of this Agreement and the mandatory provisions of HIPAA and the Privacy Rule, as amended, HIPAA and the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA and the Privacy Rule, but are none the less permitted by HIPAA and the Privacy Rule, the provisions of this Agreement shall control.

DATE: **October 1, 2023**

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: **LAPEER COUNTY BOARD OF COMMISSIONERS**

FROM: **Lapeer County Sheriff's Office**

SUMMARY OF REQUEST / INFORMATION: To complete the submission of the 3rd calendar quarter for the Corrections Officer Training Grant.

BACKGROUND INFORMATION: This grant is paying for the training of the Corrections officers, including class, travel and lodging. This is a continuation of the grant.

CONTACT PERSON(S): Sheriff Scott McKenna/Lt Steve Beebe

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to approve the Lapeer County Sheriff's Office submission of the Corrections Officer's training grant for the 3rd calendar, and no additional cost to the county.

ATTACHMENTS YES__x__ NO__ __



Local Corrections Officer Training Grant Application

This application is submitted under Act 125 of Public Acts of 2003. Failure to comply with Act 125, Grant Guidelines, or Generally Accepted Accounting Principles is cause for immediate termination of the grant and total reimbursement of grant funds.

On the basis of the information provided in this grant application and detailed budget submitted by the county, an award may be made to the county in the amount and for the period stated. This application is subject to all grant requirements established by the Michigan Sheriffs' Coordinating and Training Council. The grant award will only become effective after the formal action of the Michigan Sheriffs' Coordinating and Training Council.

A. APPLICANT INFORMATION

Applicant County: <u>Lapeer County</u>	Federal Employer ID Number: <u>38-6005780</u>
Grant Award Year: January 1, 2024, to December 31, 2024	

B. CHAIRPERSON, COUNTY BOARD OF COMMISSIONERS

Name: <u>Tom Kohlman</u>	Phone:
Address: <u>255 Clay St.</u> <u>Lapeer, Mi 48446</u>	Email: <u>TKohlman@lapeercounty.org</u>
Signature of Chairperson: <u>[Signature]</u>	Date:

C. SHERIFF

Name: <u>Scott McKenna</u>	Phone: <u>(810) 245-1325</u>
Address: <u>3231 John Conley Dr.</u> <u>Lapeer, Mi 48446</u>	Email: <u>Smckenna@lapeercounty.org</u>
Signature of Sheriff: <u>[Signature]</u>	Date:

D. COUNTY FINANCIAL CONTACT

Name: <u>Dana Miller</u>	Direct Phone Number:
Address: <u>255 Clay St.</u> <u>Lapeer, Mi 48446</u>	Cell Number:
Signature of County Treasurer: <u>[Signature]</u>	Email: <u>dmiller@lapeercounty.org</u>
	Date:

E. PRIMARY GRANT CONTACT

Name: <u>Steve Beebe</u>	Direct Phone Number: <u>(810) 245-1353</u>
Email: <u>sbbeebe@lapeercounty.org</u>	Cell Number:
	Date:

COORDINATING & TRAINING COUNCIL USE ONLY

Date Application Received:	Grant Number:
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REQUEST FOR ACTION

DATE: **October 12, 2023**

___x___ REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Equalization Department

SUMMARY OF REQUEST / INFORMATION:

Adoption of the 2023 Lapeer County Apportionment Report (L-4402).

ADDITIONAL INFORMATION:

CONTACT PERSON(S):

Equalization Department

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to adopt the 2023 Lapeer County Apportionment Report (L-4402) as prepared by the Equalization Director; and further, to authorize the report to be sent to the State of Michigan.

ATTACHMENTS YES___x___ NO_____

2023
LAPEER COUNTY
APPORTIONMENT REPORT

COMMITTEE OF THE WHOLE
MEETING DATE 10-12-23

PREPARED BY: **LISA GRIFFIN, EQUALIZATION DIRECTOR**
 RAELENE BIRKLE, CHIEF PROPERTY
 APPRAISER

2023 LAPEER COUNTY APPORTIONMENT REPORT

COUNTY/LOCAL MILLAGE RATES

(A) County Name	(B) Taxable Value	(C) County Allocated Rate / SET	(D) Est. County Allocated / SET Tax Dollars	(E) Total County Extra Voted Operating Rate	(F) Est. County EV Oper. Tax Dollars	(G) Total County Debt Rate	(H) Est. County Debt Tax Dollars	(I) Total Est. County Tax Dollars	(BB) Total RenZone Taxable Value
Lapeer	3,778,418,399.00	3.6258	13,699,789.42	3.2239	12,181,243.07	0.0000	0.00	25,881,032.49	0.00
STATE ED. TAX	3,744,826,956.00	6.0000	22,468,961.74	0.0000	0.00	0.0000	0.00	0.00	0.00

(J) Local Unit Name	(L) Total Allocated / Charter Rate	(M) Est. Local Allocated / Charter Tax Dollars	Total Other Extra Voted / General Law Operating Rate	(O) Est. Local EV / GL Oper. Tax Dollars	(P) Total Debt Rate	(Q) Est. Local Debt Tax Dollars	(R) Total Est. Local Tax Dollars	(KK) Total RenZone Taxable Value
Almont	330,518,501.00	1.2820	423,724.72	0.9801	323,941.18	0.0000	747,665.90	0.00
Arcadia	128,242,601.00	1.3252	169,947.09	0.0000	0.00	0.0000	169,947.09	0.00
Attica	196,727,859.00	1.3761	270,717.21	2.9288	576,176.55	0.0000	846,893.76	0.00
Burlington	54,906,065.00	1.5385	84,472.98	0.0000	0.00	0.0000	84,472.98	0.00
Burnside	86,960,652.00	1.4796	128,666.98	0.0000	0.00	0.0000	128,666.98	0.00
Deerfield	188,785,524.00	1.2695	239,663.22	0.0000	0.00	0.0000	239,663.22	0.00
Dryden	267,128,705.00	1.2650	337,917.81	4.2790	1,143,043.73	0.0000	1,480,961.54	0.00
Elba	254,022,547.00	1.3286	337,494.36	1.3988	355,326.74	0.0000	692,821.10	0.00
Goodland	82,635,051.00	1.3471	111,317.68	1.8858	155,833.18	0.0000	267,150.86	0.00
Hadley	261,640,280.00	1.2817	335,344.35	0.9933	259,887.29	0.0000	595,231.64	0.00
Imlay	140,030,483.00	1.3425	187,990.92	0.6000	84,018.29	0.0000	272,009.21	0.00
Lapeer	204,756,284.00	1.4762	302,261.23	0.0000	0.00	0.0000	302,261.23	0.00
Marathon	143,084,723.00	1.2855	184,078.50	0.0000	0.00	0.0000	184,078.50	0.00
Mayfield	263,287,223.00	1.4883	391,850.37	0.0000	0.00	0.0000	391,850.37	0.00
Metamora	312,610,818.00	1.3154	411,208.27	3.0028	938,707.76	0.0000	1,349,916.03	0.00
North Branch	124,731,984.00	1.4352	179,015.34	2.4360	303,847.11	0.0000	482,862.45	0.00
Oregon	230,398,249.00	1.3842	318,917.26	0.0000	0.00	0.0000	318,917.26	0.00
Rich	61,634,635.00	1.4047	86,578.17	2.7313	168,342.68	0.0000	254,920.85	0.00
Lapeer	324,032,458.00	9.8000	3,175,518.09	0.0000	0.00	0.0000	3,175,518.09	0.00
Imlay City	122,194,413.00	17.1490	2,095,511.99	2.4192	295,612.72	3.0205	2,760,212.93	0.00
Brown City	89,344.00	17.2975	1,545.43	2.2299	199.23	0.0000	1,744.66	0.00
ALMONT	88,974,375.00	13.5349	1,204,259.27	0.0000	0.00	1.3430	1,323,751.86	0.00
CLIFFORD	6,069,675.00	14.4189	87,518.04	4.6659	26,320.50	0.0000	115,838.54	0.00
COLUMBIAVILLE	16,185,661.00	12.8314	207,684.69	0.0000	0.00	0.0000	207,684.69	0.00
DRYDEN	23,183,725.00	12.1708	282,164.48	0.0000	0.00	0.0000	282,164.48	0.00
METAMORA	25,771,528.00	9.8785	254,584.04	0.0000	0.00	0.0000	254,584.04	0.00
NORTH BRANCH	24,433,799.00	14.2129	347,275.14	0.0000	0.00	0.0000	347,275.14	0.00
OTTER LAKE	7,430,566.00	12.0877	89,818.45	0.0000	0.00	0.0000	89,818.45	0.00

10/4/2023

2023 LAPEER COUNTY APPORTIONMENT REPORT

AUTHORITIES MILLAGE RATES

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(BB) Total RenZone Taxable Value
LIBRARY - ALMONT DIST.	330,518,501.00	1.1810	390,342.35	0.0000	0.00	390,342.35	0.00
LIBRARY - LAPEER DIST.	2,514,362,059.00	0.8653	2,175,677.49	0.0000	0.00	2,175,677.49	0.00
LIBRARY - RUTH HUGHES DIST.	458,952,755.00	1.0567	484,975.38	0.0000	0.00	484,975.38	0.00
TRANSIT - GREATER LAPEER AUTH.	1,465,282,285.00	0.2418	354,305.26	0.0000	0.00	354,305.26	0.00

10/4/2023

2023 LAPEER COUNTY APPORTIONMENT REPORT SCHOOL DISTRICT MILLAGE RATES

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(BB)	(GG)
Local K12 School District Name	Total Taxable Value	Total NonHomestead Taxable Value	Total Commercial Personal Taxable Value	HH / Supplemental Rate	Est. HH / Supplemental Tax Dollars	Non Homestead Operating Rate	Est. NH Operating Tax Dollars	Total Debt / Sinking Fund / Bldg Site Rate	Est. Debt / Sinking Fund / Bldg Site Tax Dollars	Total Recreational Rate	Est. Recreational Tax Dollars	Total Est. Local K12 School Tax Dollars	Total RentZone Taxable Value	Non Homestead Comm.Pers. Operating Rate
ALMONT COMMUNITY SCHOOLS	341,887,192.00	57,876,811.00	2,345,560.00	0.0000	0.00	18.0000	1,052,255.60	8.9300	3,051,189.99	0.0000	0.00	4,103,445.59	0.00	6.0000
BRANDON SCHOOL DISTRICT	22,288,518.00	3,706,373.00	0.00	0.0000	0.00	17.8706	66,235.11	12.1600	271,028.38	0.0000	0.00	337,263.49	0.00	5.8706
BROWN CITY COMM SCHOOL DIST	71,061,132.00	16,701,195.00	407,200.00	0.0000	0.00	18.0000	303,064.71	5.7500	408,601.51	0.0000	0.00	711,666.22	0.00	6.0000
CAPAC COMMUNITY SCH DISTRICT	3,220,514.00	449,551.00	0.00	0.0000	0.00	17.2366	7,748.73	3.9500	12,721.03	0.0000	0.00	20,469.76	0.00	5.2366
DAVISON COMMUNITY SCHOOLS	6,621,886.00	1,056,641.00	0.00	0.0000	0.00	17.7006	18,766.58	6.4985	43,032.33	0.0000	0.00	81,798.91	0.00	5.7006
DRYDEN COMMUNITY SCHOOLS	240,572,558.00	40,389,261.00	582,100.00	0.0000	0.00	17.4212	706,785.07	4.7754	1,177,482.59	0.0000	0.00	1,884,207.66	0.00	5.4212
GOODRICH AREA SCHOOL DIST.	71,996,204.00	14,011,133.00	0.00	0.0000	0.00	18.0000	252,200.39	7.7500	557,970.58	0.0000	0.00	810,170.97	0.00	6.0000
IMLAY CITY COMMUNITY SCHOOLS	501,539,350.00	132,370,449.00	7,663,400.00	0.0000	0.00	17.4634	2,353,506.32	5.7000	2,858,774.29	0.0000	0.00	5,212,280.61	0.00	5.4634
KINGSTON COMMUNITY SCH DIST	309,108.00	85,350.00	0.00	0.0000	0.00	18.0000	1,536.30	5.0000	1,545.54	0.0000	0.00	3,081.84	0.00	6.0000
LAKEVILLE COMM SCHOOL DIST	192,783,014.00	42,906,489.00	417,900.00	0.0000	0.00	18.0000	775,904.20	2.5000	481,967.53	0.0000	0.00	1,257,861.73	0.00	6.0000
LAPEER COMMUNITY SCHOOLS	1,770,649,522.00	457,517,839.00	21,369,560.00	0.0000	0.00	18.0000	8,363,534.86	2.6500	4,692,221.23	0.0000	0.00	13,055,756.09	0.00	6.0000
MARLETTE COMMUNITY SCHOOLS	34,960,252.00	8,124,153.00	0.00	0.0000	0.00	18.0000	146,234.75	1.4000	48,104.35	0.0000	0.00	194,339.10	0.00	6.0000
MAYVILLE COMMUNITY SCH DIST	26,014,351.00	5,986,162.00	0.00	0.0000	0.00	16.6888	99,901.86	3.0000	93,651.66	0.0000	0.00	193,553.52	0.00	4.6888
NORTH BRANCH AREA SCHOOLS	405,387,379.00	80,547,414.00	1,374,535.00	0.0000	0.00	18.0000	1,506,100.60	8.4500	3,434,057.85	0.0000	0.00	5,000,158.51	0.00	6.0000
OXFORD AREA COMM SCH DIST	82,632,766.00	16,738,850.00	135,700.00	0.0000	0.00	17.4324	292,540.94	7.9000	652,798.85	0.0000	0.00	945,339.79	0.00	5.4324
TR-BROWN CITY/N. BRANCH	81,485.00	0.00	0.00	0.0000	0.00	18.0000	0.00	5.7500	468.54	0.0000	0.00	468.54	0.00	6.0000
TR-LAPEER/GOODRICH	223,227.00	0.00	0.00	0.0000	0.00	18.0000	0.00	6.0500	1,350.52	0.0000	0.00	1,350.52	0.00	6.0000

10/4/2023

2023 LAPEER COUNTY APPORTIONMENT REPORT

INTERMEDIATE SCHOOL DISTRICT MILLAGE RATES

		(C)	(D)			(G)	(BB)
		Total	Est. Community	(E)	Est. Community	Est. Total	Total
(A)	(B)	Operating	College Oper.	Total Debt	College Debt	Community	RenZone
Community College Name	Taxable Value	Rate	Tax Dollars	Rate	Tax Dollars	College	Taxable Value
MOTT CC	271,624,331.00	1.9438	527,983.37	0.6000	162,974.60	690,957.97	0.00
OAKLAND CC	104,921,284.00	1.4891	156,238.28	0.0000	0.00	156,238.28	0.00
ST CLAIR CC	3,220,514.00	1.8820	6,061.01	0.0000	0.00	6,061.01	0.00

		(J)	(K)	(L)	(M)			(II)
		ISD	Est. ISD Allocated	ISD Total	Est. ISD EV	(N)	(O)	Total
(H)	(I)	Allocated	Tax Dollars	EV	Operating	ISD Total Debt	Est. ISD Debt	RenZone
Intermediate School District Name	Taxable Value	Rate	Tax Dollars	Rate	(Spec Ed/Voc/Enh)	Rate	Tax Dollars	Taxable Value
GENESEE	271,624,331.00	0.4036	109,627.58	3.2914	894,024.32	0.0000	0.00	1,003,651.90
LAPEER	3,266,825,941.00	0.1782	582,148.38	2.6228	8,568,231.08	0.0000	0.00	9,150,379.46
OAKLAND	104,921,284.00	0.1881	19,735.69	2.9777	312,424.11	0.0000	0.00	332,159.80
SANILAC	105,502,870.00	0.2026	21,374.88	2.3525	248,195.50	0.0000	0.00	269,570.38
ST. CLAIR	3,220,514.00	0.1930	621.56	3.2236	10,381.65	0.0000	0.00	11,003.21
TUSCOLA	26,323,459.00	0.1411	3,714.24	4.0998	107,920.92	0.0000	0.00	111,635.16

10/4/2023

2023 LAPEER COUNTY APPORTIONMENT REPORT

TOTAL MILLAGE RATES

Township / City	Village	School Code	Local School District	Total Homestead	Total	Total Homestead	Total
				Property Tax Rate	NonHomestead	Property Tax Rate	NonHomestead
					Property Tax Rate	w/Special Assmnt	Property Tax Rate
Almont		44020	ALMONT COMMUNITY SCHOOLS	28.0241	46.0241	30.0241	48.0241
Almont	ALMONT	44020	ALMONT COMMUNITY SCHOOLS	42.9020	60.9020	44.9020	62.9020
Almont		44050	DRYDEN COMMUNITY SCHOOLS	23.8692	41.2904	25.8692	43.2904
Almont		44060	IMLAY CITY COMMUNITY SCHOOLS	24.7938	42.2572	26.7938	44.2572
Arcadia		44010	LAPEER COMMUNITY SCHOOLS	20.4912	38.4912	20.4912	38.4912
Arcadia		44060	IMLAY CITY COMMUNITY SCHOOLS	23.5412	41.0046	23.5412	41.0046
Arcadia		44090	NORTH BRANCH AREA SCHOOLS	26.2912	44.2912	26.2912	44.2912
Attica		44010	LAPEER COMMUNITY SCHOOLS	23.6623	41.6623	23.6623	41.6623
Attica		44050	DRYDEN COMMUNITY SCHOOLS	25.7877	43.2089	25.7877	43.2089
Attica		44060	IMLAY CITY COMMUNITY SCHOOLS	26.7123	44.1757	28.7123	44.1757
Burlington		44080	NORTH BRANCH AREA SCHOOLS	26.5045	44.5045	28.5045	44.5045
Burlington		76140	MARLETTE COMMUNITY SCHOOLS	19.2086	37.2086	19.2086	37.2086
Burlington	CLIFFORD	76140	MARLETTE COMMUNITY SCHOOLS	38.2934	56.2934	38.2934	56.2934
Burlington		79080	KINGSTON COMMUNITY SCH DIST	24.4944	42.4944	24.4944	42.4944
Burlington		79090	MAYVILLE COMMUNITY SCH DIST	23.0944	39.7832	23.0944	39.7832
Burnside		44090	NORTH BRANCH AREA SCHOOLS	26.4456	44.4456	26.4456	44.4456
Burnside		76060	BROWN CITY COMM SCHOOL DIST	23.4997	41.4997	23.4997	41.4997
Burnside		76140	MARLETTE COMMUNITY SCHOOLS	19.1497	37.1497	19.1497	37.1497
Deerfield		25280	LAKEVILLE COMM SCHOOL DIST	23.9651	41.9651	23.9651	41.9651
Deerfield		44010	LAPEER COMMUNITY SCHOOLS	20.6773	38.6773	20.6773	38.6773
Deerfield		44090	NORTH BRANCH AREA SCHOOLS	26.4773	44.4773	26.4773	44.4773
Dryden		44010	LAPEER COMMUNITY SCHOOLS	23.8447	41.8447	23.8447	41.8447
Dryden		44020	ALMONT COMMUNITY SCHOOLS	30.1250	48.1250	30.1250	48.1250
Dryden	DRYDEN	44050	DRYDEN COMMUNITY SCHOOLS	25.9701	43.9701	25.9701	43.9701
Dryden		44050	DRYDEN COMMUNITY SCHOOLS	38.1409	55.5621	38.1409	55.5621
Dryden		63110	OXFORD AREA COMM SCH DIST	30.9486	48.9486	30.9486	48.9486
Elba		25140	DAVISON COMMUNITY SCHOOLS	29.4215	47.1821	29.4215	47.1821
Elba		44010	LAPEER COMMUNITY SCHOOLS	22.1352	40.1352	22.1352	40.1352
Goodland		44060	IMLAY CITY COMMUNITY SCHOOLS	24.5836	42.0470	24.5836	42.0470
Goodland		44090	NORTH BRANCH AREA SCHOOLS	27.3336	45.3336	27.3336	45.3336
Goodland		76060	BROWN CITY COMM SCHOOL DIST	24.3877	42.3877	24.3877	42.3877
Hadley		25050	GOODRICH AREA SCHOOL DIST.	29.9788	47.9788	29.9788	47.9788
Hadley		44010	LAPEER COMMUNITY SCHOOLS	21.4410	39.4410	21.4410	39.4410
Hadley		44026	TR-LAPEER/GOODRICH	28.2788	46.2788	28.2788	46.2788
Hadley		63110	OXFORD AREA COMM SCH DIST	28.5449	45.9773	28.5449	45.9773
Hadley		63180	BRANDON SCHOOL DISTRICT	32.8049	50.6755	32.8049	50.6755
Imlay		44020	ALMONT COMMUNITY SCHOOLS	27.5902	45.5902	27.5902	45.5902
Imlay		44060	IMLAY CITY COMMUNITY SCHOOLS	24.3499	41.8133	24.3499	41.8133
Imlay		74040	CAPAC COMMUNITY SCH DISTRICT	25.0975	42.3341	25.0975	42.3341
Lapeer		44010	LAPEER COMMUNITY SCHOOLS	20.8840	38.8840	20.8840	38.8840
Marathon		25280	LAKEVILLE COMM SCHOOL DIST	23.7403	41.7403	23.7403	41.7403
Marathon	COLUMBIANVILLE	25280	LAKEVILLE COMM SCHOOL DIST	36.5717	54.5717	36.5717	54.5717
Marathon	OTTER LAKE	25280	LAKEVILLE COMM SCHOOL DIST	35.8280	53.8280	35.8280	53.8280
Marathon		44090	NORTH BRANCH AREA SCHOOLS	26.2525	44.2525	26.2525	44.2525
Mayfield		44010	LAPEER COMMUNITY SCHOOLS	20.8961	38.8961	20.8961	38.8961
Metamora		44010	LAPEER COMMUNITY SCHOOLS	23.4842	41.4842	23.4842	41.4842
Metamora	METAMORA	44010	LAPEER COMMUNITY SCHOOLS	33.3627	51.3627	33.3627	51.3627
Metamora		44050	DRYDEN COMMUNITY SCHOOLS	25.6096	43.0308	25.6096	43.0308
Metamora		63110	OXFORD AREA COMM SCH DIST	30.5881	48.0205	30.5881	48.0205
North Branch		44010	LAPEER COMMUNITY SCHOOLS	22.1719	40.1719	22.1719	40.1719
North Branch		44073	TR-BROWN CITY/N.BRANCH	25.0260	43.0260	25.0260	43.0260
North Branch		44090	NORTH BRANCH AREA SCHOOLS	27.9719	45.9719	27.9719	45.9719
North Branch	NORTH BRANCH	44090	NORTH BRANCH AREA SCHOOLS	42.1848	60.1848	42.1848	60.1848
Oregon		25140	DAVISON COMMUNITY SCHOOLS	28.0783	45.8389	28.0783	45.8389
Oregon		25280	LAKEVILLE COMM SCHOOL DIST	24.0798	42.0798	24.0798	42.0798
Oregon		44010	LAPEER COMMUNITY SCHOOLS	20.7920	38.7920	20.7920	38.7920
Rich		44090	NORTH BRANCH AREA SCHOOLS	29.1020	47.1020	29.1020	47.1020
Rich		79090	MAYVILLE COMMUNITY SCH DIST	25.6919	42.3807	25.6919	42.3807
Brown City		76060	BROWN CITY COMM SCHOOL DIST	40.6822	58.6822	40.6822	58.6822
Imlay City		44060	IMLAY CITY COMMUNITY SCHOOLS	44.9961	62.4595	44.9961	62.4595
Lapeer		44010	LAPEER COMMUNITY SCHOOLS	29.2078	47.2078	29.2078	47.2078

10/4/2023

2023 LAPEER COUNTY APPORTIONMENT REPORT SPECIAL ASSESSMENT MILLAGE RATES

Local Municipality (Twp/City/Vlg)	ALL Purpose(s) of Qualifying Special Assessment Millage Rates for the Local Municipality Listed	Total of All Special Assessment Rates Levied UNITWIDE
Almont	Police/Public Safety – 115	2.0000

10/4/2023

6a

DATE: **October 3, 2023**

 XX REQUEST FOR ACTION

 _____ FOR YOUR INFORMATION

 _____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Moses Sanzo, County Controller/Administrator

SUMMARY OF REQUEST / INFORMATION: Request authorization to pay the October invoice from Shifman Fournier for labor related legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Moses Sanzo and/or Doreen Clark

SUPPORTING DOCUMENTS: Legal Summary for Invoice #15410

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Shifman Fournier, PLC, in the amount of \$1,575.00 for labor related legal services rendered through September 30, 2023, to be paid from line item #101-239-801.020.

ATTACHMENTS YES X **NO** _____

Howard L. Shifman
Brandon Fournier
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

October 2, 2023

Moses Sanzo, County Administrator/Controller
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Sanzo:

Attached please find our invoice for services through September 30, 2023.

Invoice No. 15410

Lapeer County –	
General	\$ 75.00
Sheriff's Department	\$ 0.00
CMH	\$ 0.00
FOC	\$ 0.00
District Court	\$ 795.00
Health Department	\$ 0.00
911 MAPE	\$ 705.00
911 POAM	\$ 0.00
Non-Union	\$ 0.00

TOTAL DUE \$ 1,575.00

Please make check payable to Shifman Fournier, PLC

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

SHIFMAN FOURNIER

A handwritten signature in black ink, appearing to read 'Jessica Fanego', is written over the printed name.

Jessica Fanego, Office Administrator

Jessica@shifmanfournier.com

Cc Doreen Clark, Assistant to County Administrator/Controller

6b

DATE: October 5, 2023

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: **Committee of the Whole**

FROM: **Administration Office**

SUMMARY OF REQUEST / INFORMATION: Request to authorize payment of the FY 2024 local match contribution to the Valley Area Agency on Aging in the amount of \$6,000.00

ADDITIONAL INFORMATION: Contribution is budgeted and available in the senior millage fund.

CONTACT PERSON(S): Doreen Clark

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: See attached letter of request from Valley Area Agency on Aging

DRAFT MOTION:

Motion by _____, supported by _____ to recommend to the Full Board to authorize payment to the Valley Area Agency on Aging in the amount of \$6,000.00 for the local match contribution for FY 2024, to be deducted from line item 276-172-957.000.

ATTACHMENTS: **YES** XX **or** **NO** _____

Genesee, Lapeer and
Shiawassee Counties

Yaushica Aubert
President, CEO



225 E Fifth Street
Suite 200
Flint, MI 48502
PHONE: (810) 239-7671
FAX: (810) 239-8869
www.valleyareaaging.org

September 19, 2023

Mr. Thomas Kohlman, Chairman
Lapeer County Board of Commissioners
225 Clay St.
Lapeer, MI 48867

Dear Mr. Kohlman,

This letter serves as a formal request to release the sum of \$6,000.00 as the local match contribution for the fiscal year 2024 from Lapeer County to Valley Area Agency on Aging (VAAA). The local match is due no later than March 1, 2024.

Your cooperation is greatly appreciated. Please call if you have any questions or concerns. I may be reached at (810) 239-7671 ext. 244 or via email at yaubert@valleyaaa.org.

Sincerely,

Yaushica Aubert
President & CEO

CC: Moses Sanzo, County Controller/Administrator
Doreen Clark, Office Manager & FOIA Coordinator

**DRAFT PLANNING COMMISSION MOTIONS
PA 116 APPLICATIONS
OCTOBER 12, 2023**

Note: Pursuant to Motion #290-2023 9/28/23 Full Board gave 10/12/23 Committee of the Whole the authority to act on all proposed PA 116 applications for Goodland and Almont Townships.

P.A. 116 Application – Goodland Township

1. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Goodland Township's PA 116 Application submitted by applicant, Keeping Farms, LLC, for Section No. 24 Town No. 8N, Range 12E, Parcel #44-009-024-004-20, approximately 36 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.

P.A. 116 Applications – Almont Township

1. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #01 submitted by applicant, Keeping Farms, LLC, for Section No. 24 Town No. 6N, Range 12E, Parcel #44-001-024-003-10, approximately 73 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.
2. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #02 submitted by applicant, Keeping Farms, LLC, for Section No. 24 Town No. 6N, Range 12E, Parcel #44-001-024-001-10, approximately 72.22 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.
3. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #03 submitted by applicant, Spencer Living Trust Gordon & Elaine, for Section No. 11 Town No. 6N, Range 12E, Parcel #44-001-011-012-00, approximately 157 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.

4. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #04 submitted by applicant, Spencer Living Trust Gordon & Elaine, for Section No. 14 Town No. 6N, Range 12E, Parcel #44-001-011-013-00, approximately 78 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.
5. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #05 submitted by applicant, S & B Farms, LLC, for Section No. 5 Town No. 6N, Range 12E, Parcel #44-001-005-014-00, approximately 74 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.
6. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #06 submitted by applicant, S & B Farms, LLC, for Section No. 14 Town No. 6N, Range 12E, Parcel #44-001-014-005-00, approximately 77.5 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.
7. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #07 submitted by applicant, S & B Farms, LLC, for Section No. 17 Town No. 6N, Range 12E, Parcel #44-001-017-004-20, approximately 186 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.
8. Motion by _____, supported by _____, that the Lapeer County Planning Commission and Board of Commissioners acknowledges receipt of Almont Township's PA 116 Application #08 submitted by applicant, S & B Farms, LLC, for Section No. 18 Town No. 6N, Range 12E, Parcels #44-001-018-020-00 and #44-001-018-021-00, approximately 152 acres for a period of 10 years, and on October 12, 2023 recommends approval of said application.



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body:

Date Received 9/06/2023

Application No: 23001

State:

Date Received

Application No:

Approved: _____ Rejected _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: Keeping Farms LLC
Last First Initial

(If more than two see #15) _____
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married ☐ Single

2. Mailing Address: 8140 Short Rd Imley City MI 48444
Street City State Zip Code

3. Telephone Number: (Area Code) (810) 969-9355

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (231) 206-6314

5. E-mail address: Jessicakeep7@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer 7. Township, City or Village: Goodland Twp

8. Section No. 24 Town No. 8 North Range No. 12 East

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):

Name: _____

Address: _____

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Bryan Keeping Title: Member

Name: Jessica Keeping Title: Member

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

- IV. Land Eligibility Qualifications: Check one and fill out correct section(s)
This application is for:

☐ a. 40 acres or more → complete only Section 16 (a thru g);
☒ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

cash crops
 b. Total number of acres on this farm 36
 c. Total number of acres being applied for (if different than above): 36
 d. Acreage in cultivation: 36
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0
 f. All other acres (swamp, woods, etc.) 0
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings _____ Residence: _____ Barn: _____ Tool Shed: _____
 Silo: _____ Grain Storage Facility: 1 Grain Drying Facility: _____
 Poultry House: _____ Milking Parlor: 1 Milk House: _____
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application **from the sale of agricultural products (not from rental income)**:

\$ 30,600 : 36 = \$ 850 (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

(Signature of Applicant)

(Co-owner, If Applicable)

(Co-owner, If Applicable)

(Signature of Corporate Officer)

(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/6/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Goodland Township Jasper County
☐ County ☒ Township ☐ City ☐ Village

This application is ☒ approved, ☐ rejected

Date of approval or rejection: 9/12/2023

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: Mavis A. Roy / Mavis A. Roy

Property Appraisal: \$ 109,242.00 is the current fair market value of the real property in this application.

II. Please verify the following:

☐ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

☐ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

☐ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

☐ County or Regional Planning Commission

☐ Conservation District

☒ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

☒ Copy of Deed or Land Contract (most recent showing current ownership)

☒ Copy of most recent Tax Bill (must include tax description of property)

☒ Map of Farm

☒ Copy of most recent appraisal record

☐ Copy of letters from review agencies (if available)

☐ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. **Please read the Eligibility and Instructions document before filling out this form.**

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: 9/12/2023

Application No: 001

State: _____

Date Received: _____

Application No: _____

Approved: _____

Rejected: _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: Keeping Farms LLC
Last First Initial

(If more than two see #15) _____
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married

☐ Single

2. Mailing Address: 8140 Short Rd Imlay City MI 48444
Street City State Zip Code

3. Telephone Number: (Area Code) (810) 969-9355

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (231) 206-6314

5. E-mail address: JessicaKeep7@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer 7. Township, City or Village: Almont Twp.

8. Section No. 24 Town No. 6 N Range No. 12 E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers):

Name: _____

Address: _____

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- ☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Bryan Keeping Title: Member

Name: Jessica Keeping Title: Member

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

- cash crops
 b. Total number of acres on this farm 73
 c. Total number of acres being applied for (if different than above): 73
 d. Acreage in cultivation: 65
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0
 f. All other acres (swamp, woods, etc.) 8
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings _____ Residence: _____ Barn: _____ Tool Shed: _____
 Silo: _____ Grain Storage Facility: N/A Grain Drying Facility: _____
 Poultry House: _____ Milking Parlor: _____ Milk House: _____
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

[Signature]
(Signature of Applicant)

[Signature]
(Corporate Name, If Applicable)

Jessica Keeney
(Co-owner, If Applicable)

[Signature]
(Signature of Corporate Officer)

9-4-23
(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/12/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont
☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ 1168,100 is the current fair market value of the real property in this application.

II. Please verify the following:

- ☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.
☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

- ____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.
____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

- ____ County or Regional Planning Commission
☒ Conservation District
____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

- ____ Copy of Deed or Land Contract (most recent showing current ownership)
____ Copy of most recent Tax Bill (must include tax description of property)
____ Map of Farm
____ Copy of most recent appraisal record
____ Copy of letters from review agencies (if available)
____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: 9/12/2023

Application No: 002

State: _____

Date Received: _____

Application No: _____

Approved: _____ Rejected: _____

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: Keeping Farms LLC
Last First Initial

(If more than two see #15) _____

Marital status of all individual men listed on application, if more than one, indicate status after each name:
☒ Married ☐ Single

2. Mailing Address: 8140 Short Rd Imley City MI 48444
Street City State Zip Code

3. Telephone Number: (Area Code) (810) 969-9355

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (231) 206-6314

5. E-mail address: Jessica.Keep7@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer 7. Township, City or Village: Almont Twp

8. Section No. 24 Town No. 6N Range No. 12E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers): _____

Name: _____

Address: _____

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- ☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Bryan Keeping Title: Member

Name: Jessica Keeping Title: Member

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc.):

- Cash crops
 b. Total number of acres on this farm 77.22
 c. Total number of acres being applied for (if different than above): 77.22
 d. Acreage in cultivation: 77.22
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0
 f. All other acres (swamp, woods, etc.): 0
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings _____ Residence: _____ Barn: _____ Tool Shed: _____
 Silo: _____ Grain Storage Facility: 2/1 Grain Drying Facility: _____
 Poultry House: _____ Milking Parlor: _____ Milk House: _____
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

[Signature]
(Signature of Applicant)
Jessica Kleeper
(Co-owner, If Applicable)
9-4-23
(Date)

[Signature]
(Corporate Name, If Applicable)
[Signature]
(Signature of Corporate Officer)
[Signature]
(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/12/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont
☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ 160,800 is the current fair market value of the real property in this application.

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

☒ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663



**FARMLAND AND OPEN SPACE
PRESERVATION PROGRAM**

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: 9/12/2023

Application No: 003

State: _____

Date Received: _____

Application No: _____

Approved: _____

Rejected: _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: Spencer Living Trust Gordon + Elaine
Last First Initial

(If more than two see #15)

Marital status of all individual men listed on application, if more than one, indicate status after each name:
☒ Married ☐ Single

2. Mailing Address: 8151 Dryden Rd Almont MI 48003
Street City State Zip Code

3. Telephone Number: (Area Code) (810) 798-3211

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (810) 417-0544

5. E-mail address: elainespencers3@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer 7. Township, City or Village: Almont Twp.

8. Section No. 11 Town No. 6 N Range No. 12 E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (seller):

Name: _____

Address: _____

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☐ Limited Liability Company ☐ Partnership
☐ Estate ☒ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Gordon Spencer Title: Trustee/Member

Name: Elaine Spencer Title: Trustee/Member

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more _____ complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres _____ complete only Sections 16 and 17; or
☐ c. a specialty farm _____ complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

CASH CROPS

b. Total number of acres on this farm 157

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 137

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____

f. All other acres (swamp, woods, etc.) 20

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings _____ Residence: ONE Barn: 2 Tool Shed: 1

Silo: _____ Grain Storage Facility: 4 Grain Drying Facility: 1

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application NA **from the sale of agricultural products (not from rental income):**

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Harold Spencer
(Signature of Applicant)

(Corporate Name, If Applicable)

Clare K. Spencer
(Co-owner, If Applicable)

(Signature of Corporate Officer)

9-4-23
(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/12/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont

☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ 494,200 is the current fair market value of the real property in this application.

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

☒ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663



**FARMLAND AND OPEN SPACE
PRESERVATION PROGRAM**

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: 9/12/2023
Date Received: 004
Application No: _____
State: _____
Date Received: _____
Application No: _____
Approved: _____ Rejected: _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: Spencer Living Trust Gordon + Elaine
Last First Initial

(If more than two see #15)

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married ☐ Single

2. Mailing Address: 8151 Dryden Rd Almont MI 48003
Street City State Zip Code

3. Telephone Number: (Area Code) (810) 798-3211

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (810) 417-0544

5. E-mail address: elainespencer53@gmail.com

App. #004
001-011-013-00

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer 7. Township, City or Village: Almont Twp.

8. Section No. 14 Town No. 6 N Range No. 12 E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (seller): _____

Name: _____

Address: _____

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- ☐ 2 or more persons having a joint or common interest in the land
☐ Corporation
☐ Estate
☒ Limited Liability Company
☒ Trust
☐ Partnership
☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Gordon Spencer Title: Trustee

Name: Elaine Spencer Title: Trustee

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

Cash crops

b. Total number of acres on this farm 78 acres

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 77

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0

f. All other acres (swamp, woods, etc.) 1

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) N/A

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Helen Spencer
(Signature of Applicant)

(Corporate Name, If Applicable)

Elaine K. Spencer
(Co-owner, If Applicable)

(Signature of Corporate Officer)

9-4-23
(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/12/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont

☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ 171,000 is the current fair market value of the real property in this application.

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

☒ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents



**FARMLAND AND OPEN SPACE
PRESERVATION PROGRAM**

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: _____
Date Received: 9/12/2023
Application No: 005
State: _____
Date Received: _____
Application No: _____
Approved: _____ Rejected: _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: S+B Farms LLC
Last First Initial

(If more than two see #15) _____
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married ☐ Single

2. Mailing Address: 8151 Dryden Rd Almont MI 48003
Street City State Zip Code

3. Telephone Number: (Area Code) (810) 798-3211

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (810) 417-0544

5. E-mail address: elainespencer53@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer 7. Township, City or Village: Almont

8. Section No. 5 Town No. T. 6 N. Range No. R. 12 E.

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (seller): _____

Name: _____

Address: _____
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- ☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Gordon Spencer Title: Trustee / Member

Name: Elaine Spencer Title: Trustee / Member

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

- Cash crops
 b. Total number of acres on this farm 74.126
 c. Total number of acres being applied for (if different than above): _____
 d. Acreage in cultivation: 70
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0
 f. All other acres (swamp, woods, etc.) 4.126
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____
 Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____
 Poultry House: _____ Milking Parlor: _____ Milk House: _____
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10 years

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Horde Spencer
(Signature of Applicant)

(Corporate Name, If Applicable)

Elaine K. Spencer
(Co-owner, If Applicable)

(Signature of Corporate Officer)

9-4-23
(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/12/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont
☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ 168,900 is the current fair market value of the real property in this application.

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

☒ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: 9/12/2023

Application No: 006

State: _____

Date Received: _____

Application No: _____

Approved: _____

Rejected: _____

ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR

I. Personal Information:

1. Name(s) of Applicant: S+B Farms LLC

Last

First

Initial

(If more than two see #15)

Last

First

Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married

☐ Single

2. Mailing Address: 8151 Dryden Rd Almont MI 48003

Street

City

State

Zip Code

3. Telephone Number: (Area Code) (810) 798-3211

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (810) 417-0544

5. E-mail address: elainespencer53@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer

7. Township, City or Village: Almont Twp.

8. Section No. 14

Town No. 6 N

Range No. 12 E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (sellers): _____

Name: _____

Address: _____

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (sellers) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- ☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Gordon Spencer Title: Trustee/Member

Name: Elaine Spencer Title: Trustee/Member

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

- b. Total number of acres on this farm 77.5
- c. Total number of acres being applied for (if different than above): _____
- d. Acreage in cultivation: 52
- e. Acreage in cleared, fenced, improved pasture, or harvested grassland: _____
- f. All other acres (swamp, woods, etc.) 25.5
- g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)

total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Harbor Spencer
(Signature of Applicant)

(Corporate Name, If Applicable)

Claine K. Spencer
(Co-owner, If Applicable)

(Signature of Corporate Officer)

9-4-23
(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/12/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont

☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ 168,600 is the current fair market value of the real property in this application.

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

☒ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents



**FARMLAND AND OPEN SPACE
PRESERVATION PROGRAM**

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: _____
Date Received: 9/12/2023
Application No: 007
State: _____
Date Received: _____
Application No: _____
Approved: _____ Rejected: _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: S+B Farms LLC
Last First Initial

(If more than two see #15) _____
Last First Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married ☐ Single

2. Mailing Address: 8151 Dryden Rd Almont MI 48003
Street City State Zip Code

3. Telephone Number: (Area Code) (810) 798-3211

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (810) 417-0544

5. E-mail address: elainespencer53@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer 7. Township, City or Village: Almont

8. Section No. 17 Town No. T. 6 N. Range No. R. 12 E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes? ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (seller): _____

Name: _____

Address: _____
Street City State Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign).

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- ☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Gordon Spencer Title: Trustee / Member

Name: Elaine Spencer Title: Trustee / Member

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

- Cash crops
 b. Total number of acres on this farm 186.68
 c. Total number of acres being applied for (if different than above): _____
 d. Acreage in cultivation: 173
 e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0
 f. All other acres (swamp, woods, etc.) 13.68
 g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: 0 Barn: 0 Tool Shed: 0
 Silo: 0 Grain Storage Facility: 0 Grain Drying Facility: 0
 Poultry House: 0 Milking Parlor: 0 Milk House: 0
 Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)
 total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10 years

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Gordon Spencer
(Signature of Applicant)

(Corporate Name, If Applicable)

Claine K. Spencer
(Co-owner, If Applicable)

(Signature of Corporate Officer)

9-4-23
(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/12/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont
☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ 410,500 is the current fair market value of the real property in this application.

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

____ If approved, applicant is notified and the original application, all supportive materials/attachments, and letters of review/comment from reviewing agencies (if provided) are sent to:

MDARD-Farmland and Open Space Program, PO Box 30449, Lansing 48909

***Please do not send multiple copies of applications and/or send additional attachments in separate mailings without first contacting the Farmland Preservation office.**

Please verify the following regarding Reviewing Agencies (Sending a copy to reviewing agencies is required):

COPY SENT TO:

____ County or Regional Planning Commission

☒ Conservation District

____ Township (if county has zoning authority)

**Before forwarding to State Agency,
FINAL APPLICATION SHOULD INCLUDE:**

____ Copy of Deed or Land Contract (most recent showing current ownership)

____ Copy of most recent Tax Bill (must include tax description of property)

____ Map of Farm

____ Copy of most recent appraisal record

____ Copy of letters from review agencies (if available)

____ Any other applicable documents

Questions? Please call Farmland Preservation at 517-284-5663



FARMLAND AND OPEN SPACE PRESERVATION PROGRAM

Application for Farmland Agreement

Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, more commonly known as PA 116.

Please print or type. Attach additional sheets as needed. Please read the Eligibility and Instructions document before filling out this form.

OFFICIAL USE ONLY

Local Governing Body: _____

Date Received: 9/12/2023

Application No: 008

State: _____

Date Received: _____

Application No: _____

Approved: _____

Rejected: _____

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR**

I. Personal Information:

1. Name(s) of Applicant: S+B Farms LLC

Last

First

Initial

(If more than two see #15)

Last

First

Initial

Marital status of all individual men listed on application, if more than one, indicate status after each name:

☒ Married

☐ Single

2. Mailing Address: 8151 Dryden Rd Almont MI 48003

Street

City

State

Zip Code

3. Telephone Number: (Area Code) (810) 798-3211

4. Alternative Telephone Number (cell, work, etc.): (Area Code) (810) 417-0544

5. E-mail address: elainespencer53@gmail.com

II. Property Location (Can be taken from the Deed/Land Contract)

6. County: Lapeer

7. Township, City or Village: Almont

8. Section No. 18 Town No. T.6N. Range No. R.12E

III. Legal Information:

9. Attach a clear copy of the deed, land contract or memorandum of land contract. (See #14)

10. Attach a clear copy of the most recent tax assessment or tax bill with complete tax description of property.

11. Is there a tax lien against the land described above? ☐ Yes ☒ No

If "Yes", please explain circumstances: _____

12. Does the applicant own the mineral rights? ☒ Yes ☐ No

If owned by the applicant, are the mineral rights leased? ☐ Yes ☒ No

Indicate who owns or is leasing rights if other than the applicant: _____

Name the types of mineral(s) involved: _____

13. Is land cited in the application subject to a lease agreement (other than for mineral rights) permitting a use for something other than agricultural purposes: ☐ Yes ☒ No If "Yes", indicate to whom, for what purpose and the number of acres involved: _____

14. Is land being purchased under land contract ☐ Yes ☒ No: If "Yes", indicate vendor (seller): _____

Name: _____

Address: _____

Street

City

State

Zip Code

14a. Part 361 of the Natural Resources and Environmental Protection Act, 1994 Act 451 as amended, states that the vendor (seller) must agree to allow the land cited in the application to be enrolled in the program. Please have the land contract sellers sign below. (All sellers must sign)

Land Contract Vendor(s): I, the undersigned, understand and agree to permit the land cited in this application into the Farmland and Open Space Preservation Program.

Date

Signature of Land Contract Vendor(s) (Seller)

15. If the applicant is one of the following, please check the appropriate box and complete the following information (if the applicant is not one of the following – please leave blank):

- ☐ 2 or more persons having a joint or common interest in the land
☐ Corporation ☒ Limited Liability Company ☐ Partnership
☐ Estate ☐ Trust ☐ Association

If applicable, list the following: Individual Names if more than 2 Persons; or President, Vice President, Secretary, Treasurer; or Trustee(s); or Members; or Partners; or Estate Representative(s):

Name: Gordon Spencer Title: Trustee/Member

Name: Elaine Spencer Title: Trustee/Member

Name: _____ Title: _____

Name: _____ Title: _____

(Additional names may be attached on a separate sheet.)

IV. Land Eligibility Qualifications: Check one and fill out correct section(s)

This application is for:

- ☒ a. 40 acres or more → complete only Section 16 (a thru g);
☐ b. 5 acres or more but less than 40 acres → complete only Sections 16 and 17; or
☐ c. a specialty farm → complete only Sections 16 and 18.

16. a. Type of agricultural enterprise (e.g. livestock, cash crops, fruit, etc):

cash crops

b. Total number of acres on this farm 152

c. Total number of acres being applied for (if different than above): _____

d. Acreage in cultivation: 145

e. Acreage in cleared, fenced, improved pasture, or harvested grassland: 0

f. All other acres (swamp, woods, etc.) 7

g. Indicate any structures on the property: (If more than one building, indicate the number of buildings):

No. of Buildings 0 Residence: _____ Barn: _____ Tool Shed: _____

Silo: _____ Grain Storage Facility: _____ Grain Drying Facility: _____

Poultry House: _____ Milking Parlor: _____ Milk House: _____

Other: (Indicate) _____

17. To qualify as agricultural land of 5 acres or more but less than 40 acres, the land must produce a minimum average gross annual income of \$200.00 per acre from the sale of agricultural products.

Please provide the average gross annual income per acre of cleared and tillable land during 2 of the last 3 years immediately preceding this application from the sale of agricultural products (not from rental income):

\$ _____ : _____ = \$ _____ (per acre)

total income total acres of tillable land

18. To qualify as a specialty farm, the land must be designated by MDARD, be 15 acres or more in size, and produce a gross annual income from an agricultural use of \$2,000.00 or more. If a specialty farm, indicate average gross annual income during 2 of the last 3 years immediately preceding application from the sale of agricultural products: \$ _____

Please note: specialty farm designation may require an on-the-farm site visit by an MDARD staff person.

19. What is the number of years you wish the agreement to run? (Minimum 10 years, maximum 90 years); 10 years

V. Signature(s):

20. The undersigned declare that this application, including any accompanying informational material, has been examined by them and to the best of their knowledge and belief is true and correct.

Horton Spencer
(Signature of Applicant)

(Corporate Name, If Applicable)

Marie K. Spencer
(Co-owner, If Applicable)

(Signature of Corporate Officer)

9-4-23
(Date)

(Title)

**ALL APPLICATIONS MUST BE APPROVED BY LOCAL GOVERNING BODY
ON OR BEFORE NOVEMBER 1 IN ORDER TO BE EFFECTIVE FOR THE CURRENT TAX YEAR.**

RESERVED FOR LOCAL GOVERNMENT USE: CLERK PLEASE COMPLETE SECTIONS I & II

I. Date Application Received: 9/12/2023 (Note: Local Governing Body has 45 days to take action)

Action by Local Governing Body: Jurisdiction: Almont
☐ County ☒ Township ☐ City ☐ Village

This application is ☐ approved, ☐ rejected

Date of approval or rejection: _____

(If rejected, please attach statement from Local Governing Body indicating reason(s) for rejection.)

Clerk's Signature: _____

Property Appraisal: \$ 340,700 is the current fair market value of the real property in this application.

II. Please verify the following:

☒ Upon filing an application, clerk issues receipt to the landowner indicating date received.

☒ Clerk notifies reviewing agencies by forwarding a copy of the application and attachments

____ If rejected, applicant is notified in writing within 10 days stating reason for rejection and the original application, attachments, etc. are returned to the applicant. Applicant then has 30 days to appeal to State Agency.

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Questions? Please call Farmland Preservation at 517-284-5663

REQUEST FOR ACTION

DATE: September 5, 2023

XX REQUEST FOR ACTION

 _____ FOR YOUR INFORMATION

 _____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: **John Miller, Prosecuting Attorney**

SUMMARY OF REQUEST / INFORMATION: Purchase of 3 desks for Assistant Prosecuting Attorneys. Purchase of 1 desk for Victims Rights Advocate. All items are from National Business Furniture and are on the GSA schedule.
1ea. Cumberland U desk @ \$3,249.00; 2 ea. Cumberland L desk @ \$2,479.00;
1ea. Prestige Plus L desk Adjustable height w/hutch & pedestal @\$2,019.00.
Freight charges are estimated to be \$1,600.00.
Total purchase with freight charges is \$11,856.00

ADDITIONAL INFORMATION: Replacement desks are of similar materials and quality as existing office furniture. Filling the 7th attorney position has led to the need to reassign office spaces between attorneys and support staff. Differing sizes of offices prohibits transferring one VR desk to a smaller office. One formerly vacant office space had no office furnishings and has only a table for a work space.

CONTACT PERSON(S):

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Proposed order is attached.

DRAFT MOTION:

Motion by _____, supported by _____, to approve the

purchase of the proposed office furniture for the Office of the Prosecuting Attorney at a cost not to exceed \$11,856.00 from the contingencies budget line for said department.

ATTACHMENTS YES__X__ NO_____



Talk With an E

844-893-47

Government

Education

Healthcare

Hospitality

Workplace

Home Office

Saved Order Details

Date 9/8/23

Billing Information

John Miller

Lapeer County

255 CLAY ST

OFFICE OF

PROSECUTING

ATTORNEY

LAPEER, MI 48446

US

18102454705

jmillier@lapeercounty.org

Shipping Information

John Miller

Lapeer County

255 CLAY ST

OFFICE OF

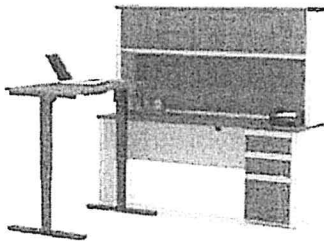
PROSECUTING

ATTORNEY

LAPEER, MI 48446

US

18102454705



Prestige Plus Reversible L-Shaped Desk with
Adjustable Height Return - White
Antigua/Chocolate/Black Table Base
14790

\$2,049.00 Each

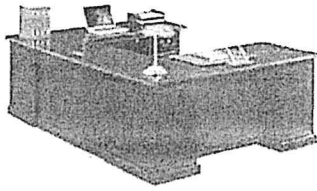
BUY More, Save more!

\$2,049.00 Buy 1-4

\$2,008.00 Buy 5-9 Save 2 %

\$1,967.00 Buy 10 or More Save 4 %

QTY: 1 \$2,049.00



Cumberland U-Desk with Right Bridge - 72"W -
Cherry Wood Finish/Brass Decorative
Hardware
13888

\$3,249.00 Each

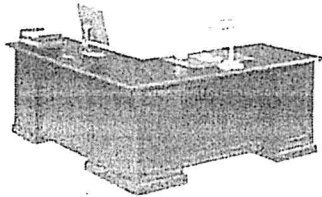
BUY More, Save more!

\$3,249.00 Buy 1-4

\$3,184.00 Buy 5-9 Save 2 %

\$3,119.00 Buy 10 or More Save 4 %

QTY: 1 \$3,249.00



Cumberland L-Shaped Desk with Right Return -
Cherry Wood Finish/Brass Decorative
Hardware
13886

\$2,479.00 Each

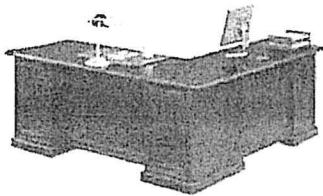
BUY More, Save more!

\$2,479.00 Buy 1-4

\$2,429.00 Buy 5-9 Save 2 %

\$2,380.00 Buy 10 or More Save 4 %

QTY: 1 \$2,479.00



Cumberland L-Shaped Desk with Left Return -
Cherry Wood Finish/Brass Decorative
Hardware
13887

\$2,479.00 Each

BUY More, Save more!

\$2,479.00 Buy 1-4

\$2,429.00 Buy 5-9 Save 2 %

\$2,380.00 Buy 10 or More Save 4 %

QTY: 1 \$2,479.00

Subtotal

\$10,256.00