



**BOARD COORDINATOR
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
FAX: (810) 257-3008

JOSHUA M. FREEMAN
COORDINATOR

**GOVERNMENTAL OPERATIONS COMMITTEE
Monday, September 18, 2017, 9:00 a.m.
AGENDA**

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES – August 28, 2017 - Attached

IV. PUBLIC COMMENT TO COMMITTEE

V. COMMUNICATIONS

VI. OLD BUSINESS

VII. NEW BUSINESS

- A. G091817VIIA: Circuit Court: Request approval to accept the FY 2018 Michigan Drug Court grant award in the amount of \$35,000 – Attached
- B. G091817VIIB: Circuit Court: Request approval for the Girls Court Coordinator, Girls Court Probation Officer, and Juvenile Section Administrator to attend the #Stop This Traffic conference on October 6, 2017 in Grand Rapids, Michigan at a cost not to exceed \$900.00 – Attached **(ROLL CALL VOTE REQUESTED)**
- C. G091817VIIC: Prosecuting Attorney: Request approval to accept a grant from the Michigan State Police – Automobile Theft Prevention Authority (ATPA) in the amount of \$84,293 – Attached **(ROLL CALL VOTE REQUESTED)**
- D. G091817VIID: Office of the Sheriff: Request approval to submit the FY 2017 EMPG Agreement to the State of Michigan and to accept the FY 2016 EMPG Agreement allocation -- Attached
- E. G091817VIIE: Animal Control: Request approval of sundry sales – Attached
- F. G091817VIIF: Community Corrections: Request approval of FY 2017 P.A. 511 contract amendments -- Attached
- G. G091817VIIG: Community Corrections: Request approval to accept the FY2017 Prisoner Reentry funding amendment from the State of Michigan Department of Corrections -- Attached

- H. G091817VIIH: Community Corrections: Request approval of the Michigan Prisoner Reentry FY2017 sub-contract extensions -- Attached
- I. G091817VIII: Health Department: Request approval to establish a Public Health Director position addressing and preventing lead exposure through Healthy Start – Attached **(ROLL CALL VOTE REQUESTED)**
- J. G091817VIJ: Veterans Services: Request approval of \$110.00 (two registration fees) for previously approved travel (Resolution 17-340) which was inadvertently not requested in original travel request – Attached

VIII. OTHER BUSINESS

Closed Session: To discuss trial or settlement strategy in the following matters:

- 1. *Wheeler v Tocarchick, Chatterson, Cherry, Parks, and Genesee County*, USDC no. 13-15410
- 2. *Genesee County Drain Commissioner v Genesee County*, 7th Circuit Court no. 11-97012.
- 3. *Gleason v Genesee County*, 7th Circuit Court no. 16-107182.

IX. ADJOURNMENT

GOVERNMENTAL OPERATIONS COMMITTEE
Monday, August 28, 2017, 9:00 a.m.
MINUTES



CALL TO ORDER

Chairperson Nolden called the Governmental Operations Committee to order at 9:02 a.m.



ROLL CALL

Roll Call.

Present: Nolden, Clack, Ellenburg, Courts, Young, Cousineau, Henry, Martin.

Absent: Shapiro.



MINUTES – August 14, 2017 - Attached

Motion: To approve the minutes of the August 14, 2017 Governmental Operations Committee meeting as presented.

Action: Approve, **Moved by** Henry, **Seconded by** Young.

Motion passed unanimously.



PUBLIC COMMENT TO COMMITTEE

Sheriff Pickell commented that a few months ago Commissioner Clack made a request about Emergencies notifying employees when to come to work during an emergency. Emergency Management has been working on it, and sometime in the near future, we will be contacting Josh Freeman for some employees' personal information.



COMMUNICATIONS

None



OLD BUSINESS

None



NEW BUSINESS

G082817VIIA: Burial Claims - Attached

Motion: To approve burial claims.

Action: Approve, **Moved by** Young, **Seconded by** Clack.

Motion passed unanimously.



G082817VIIB: Prosecutor: Request approval of overnight travel for three (3) assistant prosecuting attorneys to attend the Felony Trial Practice training session in Kalamazoo, MI for the period of September 25-26, 2017 at a cost not to exceed \$305.00 – Attached (ROLL CALL VOTE REQUESTED)

Motion: To approve overnight travel for three (3) assistant prosecuting attorneys to attend the Felony Trial Practice training session in Kalamazoo, MI for the period of September 25-26, 2017 at a cost not to exceed \$305.00.

Action: Approve, **Moved by** Clack, **Seconded by** Ellenburg.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.



G082817VIIC: Treasurer: Request approval of overnight travel for three (3) staff members to attend the Michigan Government Finance Officers Association 2017 Fall Training in Frankenmuth, MI for the period of September 24-27, 2017 at a cost not to exceed \$1,550.00 – Attached (ROLL CALL VOTE REQUESTED)



Motion: To approve travel for three (3) staff members to attend the Michigan Government Finance Officers Association 2017 Fall Training in Frankenmuth, MI for the period of September 24-27, 2017 at a cost not to exceed \$1,550.00.

Action: Approve, **Moved by** Courts, **Seconded by** Henry.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.



G082817VIID: Controller: Request approval of September 2017 overtime requests in the amount of \$252,832 and to increase the General Fund Overtime Contingencies (101.9011.9010.1137) by \$240,000 with a transfer from the General Fund – Attached (ROLL CALL VOTE REQUESTED)

Motion: To approve September 2017 overtime requests in the amount of \$252,832 and to increase the General Fund Overtime Contingencies (101.9011.9010.1137) by \$240,000 with a transfer from the General Fund.

Action: Approve, **Moved by** Henry, **Seconded by** Ellenburg.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.



G082817VIIIE: Controller: Request approval of overnight travel for two employees to attend the CGI Forum 2017 annual conference in Orlando, FL for the period of October 22-24, 2017 at a cost not to exceed \$4,500 – Attached (ROLL CALL VOTE REQUESTED)

Motion: To approve overnight travel for two employees to attend the CGI Forum 2017 annual conference in Orlando, FL for the period of October 22-24, 2017 at a cost not to exceed \$4,500.

Action: Approve, **Moved by** Henry, **Seconded by** Courts.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.



G082817VIIF: Human Resources: Request approval of overnight travel for the HR Coordinator to attend the CGI Forum 2017 annual conference in Orlando, FL for the period of October 22-24, 2017 at a cost not to exceed \$2,600 and to approve a budget line item transfer from 1210 Attorney Fees to 1124 Travel – Attached (ROLL CALL VOTE REQUESTED)

Motion: To approve overnight travel for the HR Coordinator to attend the CGI Forum 2017 annual conference in Orlando, FL for the period of October 22-24, 2017 at a cost not to exceed \$2,600 and to approve a budget line item transfer from 1210 Attorney Fees to 1124 Travel.

Action: Approve, **Moved by** Henry, **Seconded by** Ellenburg.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.



G082817VIIG: BOC Chairman Mark Young: Request approval of the 2017 JAG Interlocal Agreement – (ROLL CALL VOTE REQUESTED)

Motion: To approve the 2017 JAG Interlocal Agreement.

Action: Approve, **Moved by** Young, **Seconded by** Martin.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 8).

Yes: Clack, Courts, Cousineau, Ellenburg, Henry, Martin, Nolden, Young.



OTHER BUSINESS

None



ADJOURNMENT

Motion: To adjourn the Governmental Operations Committee meeting.

Action: Adjourn, **Moved by** Young, **Seconded by** Courts.

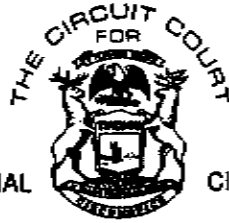
Motion passed unanimously.

Chairperson Nolden adjourned the Governmental Operations Committee meeting at 9:21 a.m.

Transcribed by:

Kimberly L. Cunningham

Secretary/Stenographer



THE SEVENTH JUDICIAL CIRCUIT OF MICHIGAN

CRIMINAL/CIVIL DIVISION

Honorable Joseph J. Farah
Honorable Judith A. Fullerton
Honorable Archie L. Hayman
Honorable Geoffrey L. Neithercut
Honorable Richard B. Yuille


900 SOUTH SAGINAW ST., FLINT, MICHIGAN 48502
810-424-4355

RICHARD B. YUILLE - CHIEF JUDGE
BARBARA A. MENEAR - COURT ADMINISTRATOR

FAMILY DIVISION

Honorable Duncan M. Beagle
Honorable F. Kay Behm
Honorable John A. Gadola
Honorable David J. Newblatt
Honorable Michael J. Theile

To: Commissioner Bryant Nolden
Chairperson, Governmental Operations Committee

From: Rhonda Ihm
Juvenile Section Administrator 

Re: FY 2018 Michigan Drug Court Grant Award Acceptance

Date: September 18, 2017

Permission is being sought to accept the FY 2018 Michigan Drug Court Grant award in the amount of \$35,000. The purpose of the grant is to support the Juvenile Drug Court program for the period of October 1, 2017 – September 30, 2018.

Permission to submit the grant application was granted through resolution #17-231 on June 5, 2017.

Your review of the request is appreciated and the Court will be represented at the Governmental Operations meeting.



Michigan Supreme Court

State Court Administrative Office
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone (517) 373-0128

Dawn A. Monk
Chief Operating Officer

August 31, 2017

Honorable Richard B. Yuille, Chief Judge
7th Circuit Court
Genesee County Courthouse
900 S. Saginaw St.
Flint, MI 48502

Re: FY 2018 Michigan Drug Court Grant Program Award Notification
7th Circuit Court — Juvenile Drug Court

Dear Chief Judge Yuille:

I am pleased to inform you that your court has been awarded a grant in the amount of \$35,000 from the Michigan Drug Court Grant Program administered by the State Court Administrative Office (SCAO). This award is for the grant period October 1, 2017, through September 30, 2018.

Your court's fiscal year 2018 contract will be e-mailed to your project director, Rhonda Ihm. The budget, based on your court's actual award, should be updated in WebGrants by October 27, 2017. Instructions for revising your budget are attached to the message your project director will receive from WebGrants. Please mail two original signed contracts to SCAO by December 8, 2017.

If you have any questions about the grant or need assistance regarding best practices, please contact Jessica Parks at 517-373-6285 or at parksj@courts.mi.gov. For assistance in publicizing the success of your court, please contact John Nevin at 517-373-0129 or nevinj@courts.mi.gov.

August 31, 2017
Page Two

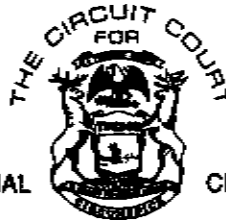
Finally, I am proud to note that the success of treatment courts statewide is a direct result of the hard work and commitment of judges like you who are dedicated to solving problems and saving lives. Thanks to you, our communities are safer and stronger.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn Monk". The signature is fluid and cursive, with the first name "Dawn" and last name "Monk" clearly distinguishable.

Dawn A. Monk

cc: Honorable John Gadola
Jessica Parks, Trial Court Services Deputy Director
Jodi Latuszek, Region II Administrator
Barbara A. Menear, Court Administrator
Rhonda Ihm, Drug Court Project Director



THE SEVENTH JUDICIAL CIRCUIT OF MICHIGAN

CRIMINAL/CIVIL DIVISION

Honorable Joseph J. Farah
Honorable Judith A. Fullerton
Honorable Archie L. Hayman
Honorable Geoffrey L. Neithercut
Honorable Richard B. Yuille

900 SOUTH SAGINAW ST., FLINT, MICHIGAN 48502
810-424-4355

RICHARD B. YUILLE - CHIEF JUDGE
BARBARA A. MENEAR - COURT ADMINISTRATOR

FAMILY DIVISION

Honorable Duncan M. Beagle
Honorable F. Kay Behm
Honorable John A. Gadola
Honorable David J. Newblatt
Honorable Michael J. Thelle

To: Commissioner Bryant Nolden, Chairperson
Governmental Operations Committee

From: Rhonda Ihm
Juvenile Section Administrator

Re: Overnight Travel and Lodging Request

Date: September 18, 2017

Permission is requested for the Girls Court Coordinator, Girls Court Probation Officer, and Juvenile Section Administrator to attend the #Stop This Traffic Conference in Grand Rapids, Michigan on October 6, 2017.

The total cost will not exceed \$900.00.

A review and roll call vote is requested to facilitate timely registration.

The Court will be represented at the Governmental Operations Committee meeting.

WEDGWOOD

Manasseh Project

#Stop This Traffic

2ND ANNUAL
CONFERENCE
ENDING THE SEXUAL EXPLOITATION OF CHILDREN

FREDERIK MEIJER GARDENS, GRAND RAPIDS
8:15 am - 4:00 pm

KEYNOTE SPEAKER

Rachel Lloyd - Founder of GEMS (Girls Educational & Mentoring Services)

PANEL OF LOCAL EXPERTS

- **Nikeidra DeBarge**, Manasseh Project • **Carmen Kucinich**, FBI • **Ashley Anderson**, Wedgwood's Manasseh Project Trauma Recovery Center • **Sarah Moultrie**, Helen DeVos Children's Hospital •

TOPICS INCLUDE:

- ▶ Current Issues in Movement
- ▶ Creating Programming for Commercially Sexually Exploited/Trafficked Youth
- ▶ Best Practices: Victim Survivor Leadership Model
- ▶ What Now?: Community Next Steps

TICKETS

Before 9/8 - \$50

After 9/8 - \$75

Registration Deadline - September 22

Ticket Includes: continental breakfast, lunch, & admission into Frederik Meijer Gardens during conference
CE's Pending

WWW.MANASSEHPROJECT.ORG/CONFERENCE

Cunningham, Kim

From: Ihm, Rhonda
Sent: Friday, September 08, 2017 12:48 PM
To: Freeman, Josh
Cc: Agendaitems
Subject: RE: agenda item for 9/18 Governmental Operations Committee

Hi Josh:

101.1311.1390.0890 for up to \$300; for Juvenile Section Administrator; a non-child care funded position

292.2920.6615.1124 for up to \$600; for Girls Court Coordinator and Probation Officer for child-care funded positions

Rhonda R. Ihm
Juvenile Section Administrator
Genesee County 7th Circuit Court
(810) 768-7088
(810) 257-3299

-----Original Message-----

From: Freeman, Josh
Sent: Friday, September 8, 2017 12:37 PM
To: Ihm, Rhonda <RIhm@co.genesee.mi.us>
Cc: Agendaitems <Agenda-items@co.genesee.mi.us>
Subject: Re: agenda item for 9/18 Governmental Operations Committee

What account number are using to pay for this?

Joshua Freeman
Sent from my iPhone

> On Sep 8, 2017, at 12:15 PM, Ihm, Rhonda <RIhm@co.genesee.mi.us> wrote:

>

> Please find attached an agenda item for the 9/18 GOC meeting.

>

> Rhonda R. Ihm

> Juvenile Section Administrator

> Genesee County 7th Circuit Court

> (810) 768-7088

> (810) 257-3299

>

>

>

>

> -----Original Message-----

M E M O R A N D U M

TO: Hon. Bryant Nolden, Chairperson Gov Ops Committee
and members of the Board of Commissioners

FROM: David S. Leyton, Genesee County Prosecutor

DATE: September 18th Gov. Ops. Meeting Date

RE: Acceptance of Annual Auto Theft and Fraud Prosecution Grant

The Prosecutor's Office has operated an Auto Theft and Fraud Prosecution Unit for the past 29 years with the financial assistance of a grant from the Michigan State Police – Automobile Theft Prevention Authority (ATPA).

In May, this Board authorized the Prosecutor's Office to apply for a renewal of the auto theft grant for FY 2018. I am pleased to report that we have been notified that our grant application has been approved for the amount requested.

The award amount of \$84,293 is a pure revenue stream for which the County does not budget grant matching funds. In return for this funding, the Prosecutor's Office assigns four assistant prosecuting attorneys to work 25% of their time on auto theft-related cases and two secretaries to assist with clerical support at 25% of their time.

ACTION REQUESTED

We are asking for a ROLL CALL VOTE for approval to accept this grant in the amount of \$84,293 from the Automobile Theft Prevention Authority and to enter into an agreement for services for the period of October 1, 2017 through September 30, 2018.



STATE OF MICHIGAN

DEPARTMENT OF STATE POLICE
AUTOMOBILE THEFT PREVENTION AUTHORITY
LANSING

RICK SNYDER
GOVERNOR

COL. KRISTE KIBBEY ETUE
DIRECTOR

September 1, 2017

PA David Leyton
Genesee County Prosecutor's Office
900 S. Saginaw St.
Flint, Michigan 48502

RE: Auto Theft Prosecution Unit
31-18

Dear PA Leyton:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is \$168,586. The ATPA portion of your award is \$84,293, and the match requirement is \$84,293. Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2017.

If you have any questions or concerns regarding your award, please contact Spl/F/Lt. Scott Woodard, ATPA Executive Director, at woodards@michigan.gov or 517-284-3193. We look forward to working with you.

Sincerely,

Spl/F/Lt. Scott Woodard, Executive Director
Automobile Theft Prevention Authority

Enclosure

Col. Kriste Kibbey Etue – Chair
Chief Curtis Caid, Undersheriff Michael McCabe – Representing Law Enforcement
Mr. Fausto Martin, Ms. Lori Davis – Representing Automobile Insurers
Mr. Michael Thompson – Representing Purchasers of Automobile Insurance

MICHIGAN STATE POLICE HEADQUARTERS • 7150 HARRIS DRIVE • DIMONDALE, MICHIGAN 48821
MAILING ADDRESS • P.O. BOX 30634 • LANSING, MICHIGAN 48909
www.michigan.gov/msp • (517) 284-3193

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2017 at MSPATPA@michigan.gov. Do not send a paper copy.

I. Award Information			
Name of Grantee/Fiduciary Genesee County Prosecutor's Office		Project Title/Acronym Auto Theft Prosecution Unit	
Address 900 S. Saginaw St.	City Flint	State MI	ZIP Code 48502
Total Grant Award \$168,586	ATPA Award \$84,293	Match Requirement \$84,293	
Grant Period Start Date October 1, 2017	Grant Period End Date September 30, 2018	Project Number 31-18	
Authorized Official PA David Leyton	Project Director APA John Potbury	Financial Contact Mr. Joe Palmer	

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2017, to September 30, 2018.

The project number (listed above in award information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (EX-034), which can be downloaded from the ATPA website at www.michigan.gov/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases **must** be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriff's departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (EX-037), Quarterly Financial Report (EX-035), and Expenditure Detail (EX-036), can be downloaded from the ATPA website at www.michigan.gov/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (EX-038). Grantees will submit EX-038 to the ATPA semi-annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (EX-034). The vacant position must be replaced within 30 days, or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring, and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
 - o Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Quarterly Financial Report (EX-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
 - o Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed ten percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports, completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.cpexpress.state.mi.us/.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA, and refund to the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantees in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a). The grantee certifies that it and its principals:

- 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;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or 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;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- 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.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measureable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

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

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

Should this contract be terminated by either party, within 30 days after the termination, the grantee shall provide the ATPA with all financial, performance, and other reports required as a condition of this contract. The ATPA will make payments to the grantee for allowable reimbursable costs not covered by previous payments. The grantee shall immediately refund to the ATPA any funds not authorized for use and any payments or funds advanced to the grantee in excess of allowable reimbursable expenditures.

VII. Liability

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

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA, and not the responsibility of the grantee, if the liability, loss, or damage is caused by, or arises out of, the action or failure

to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA 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 grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

IV. Eligible Expenditures

- Regular salaries.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed ten percent of the actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed \$1,500 per employee/per year.
- Vehicle operation cost. Not to exceed:
 - o Law enforcement agency - \$10,000 per employee/per year engaged in road patrols/investigations.
 - o Prosecutor's office - \$1,500 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
 - o Non-profit organization - \$1,500 per employee/per year for mileage reimbursement.
- Camera, not to exceed \$750 per camera and accessories.
- Film and processing costs – not to exceed \$500.
- Office space or utilities. Requires prior approval.
- Office furniture - Requires prior approval.
- Copier usage. Not to exceed:
 - o Law enforcement agency - \$2,400 per year.
 - o Prosecutor's office - \$1,000 per year.
 - o Non-profit agency - \$250 per year.
- Phone installation. Prior approval is required.
- Phone usage. Not to exceed:
 - o Law enforcement agency and prosecutor's office - \$750 per person/per year.
 - o Non-profit agency - \$500 per year.
- Office supplies. Not to exceed \$250 per year/per person.
- Investigative supplies for law enforcement agency, not to exceed \$500 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference. Prior approval is required.

V. Ineligible Expenditures

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, pensions, and health benefits).
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Liability or professional insurance.
- Non-motor vehicle theft related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives.
- First-class travel.
- Costs in applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- Promotional items, unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.

- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

VI. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.
- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on Progress Reports (EX-037).
- Attend regular meetings for area detectives and insurance investigators, including participation in the monthly Anti-Car Theft meetings and Help Eliminate Auto Theft programs.

VII. Law Enforcement Evaluation Criteria (See Section XIII. Arrest Ranking)

- Number of 14 point motor vehicle theft (MVT) related arrests.
- Number of 12 point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of recovered passenger vehicles.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts recovery incidents.
- Dollar value of recovered parts/equipment.
- Dollar amount deposited into forfeiture account.

VIII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

IX. Prosecutor Evaluation Criteria

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lesser included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

X. Non-profit Organization Measurable Objectives

- Conduct motor vehicle theft awareness programs/seminars.
- Etch vehicles.
- Distribute fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than articles about motor vehicle theft prevention. The article(s) must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XI. Non-profit Organization Evaluation – Reporting Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.

XII. Reporting Schedule

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (EX-37)	10-01-17 to 12-31-17	01-31-18
	Financial Report (EX-35)	10-01-17 to 12-31-17	01-31-18
	Progress Report (EX-37)	01-01-18 to 03-31-18	04-30-18
	Financial Report (EX-35)	01-01-18 to 03-31-18	04-30-18
	Progress Report (EX-37)	04-01-18 to 06-30-18	07-31-18
	Financial Report (EX-35)	04-01-18 to 06-30-18	07-31-18
	Financial Report (EX-35)	07-01-18 to 09-30-18	10-15-18
	Progress Report (EX-37)	07-01-18 to 09-30-18	10-31-18

XIII. Arrest Ranking

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

Note to Arrest Rankings:

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XIV. Special Conditions

This contract is valid upon approval and execution by the ATPA.

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

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XV. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Printed Name of Authorized Official

Signature of Authorized Official

Date

Printed Name of Project Director

Signature of Project Director

Date

Printed Name of Financial Contact

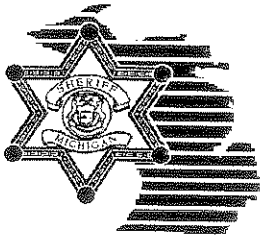
Signature of Financial Contact

Date

Printed Name of ATPA Executive Director

Signature of ATPA Executive Director

Date




Office of Genesee County Sheriff
Emergency Management/Homeland Security
SHERIFF ROBERT J. PICKELL

David Stamm
Emergency Management Manager
(810) 257-3064
(810) 237-6169 (fax)

Christopher Swanson
Undersheriff
(810) 257-3407
(810) 257-3077 (fax)

Robert Seeley
Assistant Emergency Manager
(810) 257-3064
(810) 237-6169 (fax)

TO: Bryant Nolden, Chairperson
Governmental Operations Committee

FROM: Robert J. Pickell, Sheriff 
Emergency Management Coordinator

DATE: September 12, 2017

RE: FY 2016 EMPG Agreement – Grant for Emergency Management Program

Attached is the FY 2017 EMPG (Emergency Management Performance Grant Agreement) for October 1, 2016 - September 30, 2017.

The FY2017 EMPG is \$24,446.00 (approximately 35.69% of the estimated Manager's salary and fringe benefits). In the past Genesee County has received more than the estimated amount. The matching funds for this grant pays the balance of the Manager's salary and fringe benefits; which is already budgeted for FY 2016-17.

Action Requested

Requesting approval from the Board to submit the FY 2017 EMPG Agreement to the State; to accept the FY 2016 EMPG Agreement allocation; and, authorize the Board Chair and the Emergency Management Manager to sign the agreement.

Attachment



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

COL. KRISTE KIBBEY ETUE
DIRECTOR

August 16, 2017

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2017 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed ***Subrecipient Checklist*** to our office at the following address:

Attn: Ms. Sara Long
Emergency Management and Homeland Security Division
Michigan Department of State Police
PO Box 30634
Lansing, Michigan 48909

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. In order to remain eligible for EMPG funding, current and adequate plans must be maintained and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management and Homeland Security, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. As a recipient of funding from the U.S. Department of Homeland Security, you are responsible for the management and fiscal control of all funds. These responsibilities include accounting for receipts and expenditures, maintaining adequate financial records, and refunding expenditures disallowed by federal or state audit. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2017 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned **no later than November 1, 2017**. If this requirement is not met, this grant agreement will be invalid after November 1, 2017, unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Capt. Chris A. Kelenske, Commander
Deputy State Director of Emergency Management
and Homeland Security

Enclosures (8)

Michigan State Police

Emergency Management and
Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	CFDA NUMBER
County of Genesee	Emergency Management Performance Grant	97.042
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6004849	EMC-2017-EP-00001-S01	08/04/2017
SUBRECIPIENT DUNS NUMBER	SUBAWARD PERFORMANCE PERIOD	FROM TO
078404738		10/1/2016 9/30/2017
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$24,446
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$24,446
None on file	Total Amount of Federal Award	\$9,002,685.00
FEDERAL AWARD PROJECT DESCRIPTION		
2017 Emergency Management Performance Grant		
DETAILS		
The 2017 EMPG allocation is 35.69% of the Subrecipient's emergency program manager's salary and fringe benefits. The FY 2017 EMPG program has a 50% cost match (cash or in-kind) requirement.		
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency Grant Operations 245 Murray Lane – Building 410, SW Washington DC 20528-7000	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

SUBRECIPIENT CHECKLIST

FY 2017 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) GRANT AGREEMENT

CFDA No: 97.042

Submit the following items as necessary to:

Attn: Mrs. Sara Long, Emergency Management and Homeland Security Division, Michigan
Department of State Police, PO Box 30634, Lansing, Michigan 48909

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

- ☐ 1. Grant Agreement. There are two identical grant agreements enclosed. Please sign both, but retain one signed document for your records and return the other signed document.
- ☐ 2. 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)

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. If required, the Subrecipient submits audit copy to: Michigan Department of State Police, Grants and Community Services Division, PO Box 30634, Lansing, Michigan 48909.

For GRANT AGREEMENT QUESTIONS, PLEASE CONTACT MS. SARA LONG
AT LONGS@MICHIGAN.GOV OR 517-284-3960.

State of Michigan FY 2017 Emergency Management Performance Grant Grant Agreement

October 1, 2016 to September 30, 2017

CFDA Number: 97.042 Grant Number: EMC-2017-EP-00001
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This Fiscal Year (FY) 2017 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 GENESEE
(hereinafter called the Subrecipient)

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 2017 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 2017 EMPG program 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 2017 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2017 EMPG Notice of Funding Opportunity (NOFO) located at <http://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2017 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2017*, (Pub. L. No. 115-31).

The Subrecipient agrees to comply with all EMPG program requirements in accordance with the federal FY 2017 EMPG Notice of Funding Opportunity located at <http://www.fema.gov/grants>; the *Michigan Emergency Management Act of 1976*, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>.

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. 44 CFR, Part 10, *Environmental Considerations*.

III. Award Amount and Restrictions

- A. The **County of Genesee** is awarded **\$24,446** under the **FY 2017 EMPG**. The Recipient determined the Subrecipient's EMPG allocation as 35.69% of the Subrecipient's local emergency manager's salary and fringe benefits. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager are less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for Emergency Management Performance Grant form (EMD-17).
- B. The FY 2017 EMPG covers eligible costs from October 1, 2016 to September 30, 2017. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. For guidance on allowable costs, please refer to the FY 2017 EMPG NOFO, specifically Appendix B.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager, and up to 5% of the total allocation may be utilized for M&A costs.** No other expenditures are allowed. **If M&A costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.**
- D. The FY 2017 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost sharing requirements in accordance with 2 CFR § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2017 EMPG NOFO for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) and the FEMA Professional Development Series (PDS) and record proof of completion. ~~All EMPG funded personnel must also participate in no less than three exercises in a 12-month period.~~

EMPG programs are required to complete a quarterly training and exercise report (Quarterly Training and Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements will be 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 DHS determines that changes are necessary to the award document after an award has been made, including but not limited to changes to the 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 2017 EMPG NOFO, located at: www.fema.gov/grants; the *Agreement Articles Applicable to Subrecipients: Fiscal Year 2017 Emergency Management Performance Grants, included with the grant agreement package for reference*; and the EMPG Guidebook (EMD-PUB 208), located at www.michigan.gov/emhsd under Grants Programs & Publications.
- C. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 1. Standard Assurances
 2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 3. Audit Certification (EMD-053)
 4. Request for Taxpayer Identification Number and Certification (W-9)
 5. Other documents that may be required by federal or state officials
- D. Complete and submit quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2017 EMPG Work Agreement/Quarterly Report (EMD-31).
- E. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- F. Appoint an emergency management program manager who is able to assume responsibility for the following functions:
 1. Development and maintenance of programs and systems for effective coordination of community resources in each of the five mission areas: prevention, protection, mitigation, response, and recovery.
 2. Planning and preparation for population protection, including evacuation, shelter/reception, logistics and resource management. Ensure that Executive Order #13347 entitled Individuals with Disabilities in Emergency Preparedness and the *Rehabilitation Act of 1973* are being addressed. Further information on disability emergency preparedness programs can be found at <http://www.disability.gov>.
 3. Planning and preparation for its appropriate role in response to natural and man-made emergencies and disasters.
 4. Exercising the emergency operations plan of the jurisdiction.
 5. Emergency management training.
 6. Response and recovery from natural and man-made hazards, homeland security related incidents, and other emergencies that may threaten the safety and well-being of citizens and communities.
 7. Promoting public awareness of hazards and encouraging family and individual preparedness.
 8. Identifying and implementing measures to mitigate the negative impact of disasters and emergencies.
 9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at <http://www.fema.gov/national-incident-management-system>. More information on complying with NIMS is available from the State NIMS Coordinator.
 10. Identify and prioritize needs while simultaneously addressing issues of state and national concern through implementation of the National Preparedness System and the integration of preparedness efforts that build, sustain, and deliver the core capabilities necessary to achieve the National Preparedness Goal of a secure and resilient nation.
- G. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties.

- H. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- I. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP) and conduct exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP), to accomplish this goal.
- Specific requirements are as follows:
1. Exercises must be conducted by the Subrecipient at least annually.
 2. Exercises must comply with the Subrecipient's annual EMPG Work Agreement.
 3. The Subrecipient must submit a three-year exercise plan worksheet reflecting upcoming training events and exercises which are to be included in the annual state multi-year Training and Exercise Plan.
 4. An After Action Report/Improvement Plan (AAR/IP) shall be completed for each exercise and submitted to the Michigan State Police (MSP), Emergency Management and Homeland Security Division (EMHSD) State Exercise Officer.
- J. Ensure the EMPG funded local emergency manager completes specific training as required by the annual EMPG Work Agreement.
- K. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- L. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator by the due date following the end of **each** quarter, as identified in FY-2017 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the District Coordinator.
- M. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 3. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- N. Complete federally-mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and Department of Homeland Security (DHS) program specific reporting requirements.
- O. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on pages 1.

V. Responsibilities of the Recipient

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

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

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2017 EMPG Work Agreement/Quarterly Report (EMD-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.
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirement, as scheduled within the FY 2017 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 of grant funding.
- E. Reporting periods and due dates are listed in the FY 2017 EMPG Work Agreement/Quarterly Report (EMD-31) located at www.michigan.gov/emhsd under Grants Programs & Publications.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMD-007 EMPG Expenses Claimed for Local Program Contributions. This form is also referred to as the EMPG Quarterly Billing. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator by the due date following the end of **each** quarter, as identified in FY-2017 Emergency Management Report Schedule. The most current EMD-007 form must be used and can be obtained from the District Coordinator.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

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

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <http://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, 2016 to September 30, 2017. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement package consists of two identical grant agreements, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by his or her signature that he or she is authorized to sign this grant agreement on behalf of the organization he or she represents. The Subrecipient agrees to complete all requirements specified in this grant agreement.

GENESEE COUNTY
Subrecipient Name

075404-738
Subrecipient's DUNS Number

For the Chief Elected Official

Printed Name

Title

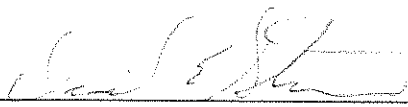
Signature

Date

For the Local Emergency Manager

DAVID E. STAMM
Printed Name

EMERGENCY MANAGER
Title


Signature

9-11-17
Date

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

Capt. Chris A. Kelenske, Commander
Printed Name

Deputy State Director of Emergency
Management and Homeland Security
Title

Chris A. Kelenske
Signature

8/31/17
Date



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). 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 General Accounting 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. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, 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 Civil Rights Act of 1964 (42 U.S.C. § 2000d); 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); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
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 _____

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:

OFFICE OF GENESEE COUNTY SHERIFF
1002 S. SAGINAW STREET
FLINT MI 48502

2. Application Number and/or Project Name

EMPG

3. Grantee IRS/Vendor Number

38-6004849

ROBERT J. PICKELL, SHERIFF

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

AUDIT CERTIFICATION

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F; COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

Federal Audit Requirements

Non-federal organizations, which expend \$750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F. Subrecipients MUST submit a copy of their audit report for each year they meet the funding threshold to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.

Submit completed document to:

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

I. Program Information			
Program Name EMERGENCY MANAGEMENT PROGRAM GRANT		CFDA Number 97.042	
II. Subrecipient Information			
Subrecipient Name OFFICE OF GENESEE COUNTY SHERIFF			
Street Address 1002 S. SAGINAW STREET		City FLINT	State MI
ZIP Code 48502			
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: <u>2016</u> to <u>2017</u> .			
<input checked="" type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: Michigan State Police, Grants and Community Services Division, P.O. Box 30634, Lansing, Michigan 48909.			
Signature of Subrecipient's Authorized Representative			Date

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>Genesee County</u>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <u>GOVERNMENT AGENCY</u>	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>1</u> Exemption from FATCA reporting code (if any) <u>A</u> (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) <u>10025 Saginaw / 1101 Beach ST</u>	Requester's name and address (optional)
	6 City, state, and ZIP code <u>Flint MI 48502</u>	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<div style="border: 1px solid black; width: 20px; height: 20px;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px;"></div>
or	
Employer identification number	
<div style="border: 1px solid black; width: 20px; height: 20px;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px;"></div>
<div style="border: 1px solid black; width: 20px; height: 20px;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px;"></div>
<div style="border: 1px solid black; width: 20px; height: 20px;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px;"></div>
<div style="border: 1px solid black; width: 20px; height: 20px;"></div>	<div style="border: 1px solid black; width: 20px; height: 20px;"></div>

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 on page 3.

Sign Here	Signature of U.S. person ▶ <u>Kristen Premeau</u>	Date ▶ <u>5/17/2014</u>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁵
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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

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* on page 2.

⁵ Note. 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 Publication 4535, *Identity Theft Prevention and Victim Assistance*.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.

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.

Agreement Articles Applicable to Subrecipients

Fiscal Year 2017 Emergency Management Performance Grants

Article I - Whistleblower Protection Act

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

Article II - Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175§ 175c.

Article IV - Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide 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 in the terms and conditions of your award.

Article V - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you 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 terms and conditions of your award.

Article VI - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual 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 VII - Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article VIII - Terrorist Financing

All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

Article IX - SAFECOM

All recipients who receive 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 X - Reporting Subawards and Executive Compensation

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

Article XI - Procurement of Recovered Materials

All recipients must comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Non-supplanting Requirement

All recipients who receive 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 XV - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

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

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

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. 2225.

Article XVIII - Fly America Act of 1974

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

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

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

Article XX - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients 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. (42 U.S.C. §§ 12101-12213).

Article XXI - Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance

Article XXII - Activities Conducted Abroad

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

Article XXIII - Acknowledgment of Federal Funding from DHS

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

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

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

Article XXV - Federal Debt Status

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

Article XXVI - False Claims Act and Program Fraud Civil Remedies

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

Article XXVII - Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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

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

Article XXIX - Duplication of Benefits

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

Article XXX - Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

Article XXXI - Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict 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 XXXII - Copyright

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

Article XXXIII - Civil Rights Act of 1968

All recipients must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the 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. § 100.201).

Article XXXIV - Civil Rights Act of 1964 - Title VI

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

Article XXXV - DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above. The United States has the right to seek judicial enforcement of these obligations.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the 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 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. Please contact the financial assistance office if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002. DHS financial assistance recipients must complete either the 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 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. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article XXXVII – National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVIII – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

Article XLI – Disposition of Equipment Acquired Under the Federal Award

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

Article XLII – Buy American and Hire American

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 A, 8305), and any other applicable statutes, regulation, or rules that required, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.



GENESEE COUNTY ANIMAL CONTROL

G-4351 W Pasadena Ave. Flint, Michigan 48504 Phone: 810-732-1660 Fax: 810-732-1493
Paul Wallace, Director Renea Kennedy, Deputy Director

August 29, 2017

MEMORANDUM

To: Commissioner Bryant Nolden, Chair
Governmental Operations Committee

From: Paul Wallace, Director
Animal Control

Subject: Marketing and Sundry Sales

Please accept this memorandum as a formal request for Sundry Sales at Animal Control.

Animal Control is working toward a rebranding of our image, and it is our belief that the sale of certain items – T-shirts, patches, magnets, mugs and the like – branded with the Animal Control adoption logo will assist in this effort.

We are modelling our marketing on the Genesee County Parks existing sales methods and the IT Department has enabled us to use the same software.

These sundry sales are designed to be self-sustaining in that the revenue generated will cover the cost of the program, with any profit cycled back to assist in further advertising and marketing.

Please know that Animal Control currently has some few items that would be fit to launch this program; e.g. some magnets, patches and T-shirts.

Infrastructure and procedures to ensure accountability, proper reporting and sustainability have been put into place with the Controller's office and Treasury.

ACTION REQUESTED: Authorize Sundry Sales at Animal Control.



**COMMUNITY CORRECTIONS
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
FAX: (810) 257-3008

MARLENE COLLICK
DIRECTOR

- M E M O R A N D U M -

**TO: COMMISSIONER BRYANT NOLDEN, CHAIRPERSON
GOVERNMENTAL OPERATIONS COMMITTEE**

FROM: Marlene Collick, Director Community Corrections

DATE: September 5, 2017

SUBJECT: Approval of P.A. 511 FY2017 Contract Amendments

Background:

Genesee County's FY 2017 P.A. 511 Comprehensive Plan was approved for a Budget Adjustment Request by the Michigan Department of Corrections-Office of Community Corrections (MDOC-OCC) (Request approval attached).

Genesee County's Community Corrections administration and programming funding for FY 2017, under its P.A. 511 Comprehensive Plans and Services contract, is still \$515,186.00.

NO MATCH IS REQUIRED.

The amended funding allows for the following contracts to be added and/or amended:

- Catholic Charities - Amended
- Genesee County Circuit Court (Pretrial Assessment Services) – Amended

The FY2017 application was approved for submission by the Genesee County Board of Commissioners on May 16, 2016 (Reso # 16-195 attached).

Action Requested:

Seek approval to amend current vendor agreements (attached and issued to Corporation Counsel-Civil Division) relating to the budget adjustment request submitted for the remainder of FY2017, ending September 30, 2017, with referral to the Board of Commissioners (BOC) meeting on September 27, 2017 for final approval, and signature.

MICHIGAN DEPARTMENT OF CORRECTIONS OFFICE OF COMMUNITY CORRECTIONS BUDGET ADJUSTMENT REQUEST FY 2017					
CCAB Name:		Genesee County			
INSTRUCTIONS: Complete the appropriate section for Comprehensive Plans and Services and/or Probation Residential Services. The rationale to support the request must be completed in order for the adjustment to be approved.		MAIL: Michigan Department of Corrections Office of Community Corrections P.O. Box 30003 Lansing, MI 48209		E-MAIL: MDOC-OCCC@MICHIGAN.GOV FAX: 517/373-6545	
COMPREHENSIVE PLANS AND SERVICE FUNDS					
Program Activity	CCIS Program Code	CURRENT AWARD AMOUNT	PROPOSED INCREASE	PROPOSED DECREASE	PROPOSED AWARD AMOUNT
Community Service	A19				
Placement	A25				
Work Crew - Inmate	A25				
Work Crew - Community	A25				
Sub Total					
Group-Based Programs	B00				
Education	B15				
Employment	B16				
Life Skills	C01				
Cognitive	C05				
Domestic Violence	C06				
Sex Offender	C18	27,030.00		10,000.00	17,030.00
Substance Abuse	G00				
Other Group Services	G00				
Sub Total		27,030.00		10,000.00	17,030.00
Supervision Programs	D04				
Day Reporting	D23				
Intensive Supervision	D08				
Electronic Monitoring	F23	68,000.00		20,000.00	48,000.00
Pretrial Supervision	F23	68,000.00		20,000.00	48,000.00
Sub Total		136,000.00		40,000.00	96,000.00
Assessment Services	I22	58,000.00			58,000.00
Adaptational Assessment	F22	132,000.00	30,000.00		162,000.00
Pretrial Assessment	F22	132,000.00	30,000.00		162,000.00
Sub Total		290,000.00	30,000.00		320,000.00
Gatekeeper	I23				
Jail Population Monitor	I25				
Gatekeeper	I25				
Sub Total					
Case Management	I24	30,000.00			30,000.00
Substance Abuse Testing	G17	27,000.00			27,000.00
Other	Z00				
Total Program Funding		342,030.00	30,000.00	30,000.00	342,030.00
Administration					
Salary & Wages		111,000.00			111,000.00
Contractual Services					
Equipment		1,000.00			1,000.00
Supplies		1,000.00			1,000.00
Travel					
Training					
Board Expenses					
Other					
Total Administration		113,000.00			113,000.00
Total Program and Administration		455,030.00	30,000.00	30,000.00	455,030.00
DDJRP		CURRENT AWARD AMOUNT	PROPOSED INCREASE	PROPOSED DECREASE	PROPOSED AWARD
Assessment & Treatment Services	X-01	60,156			60,156
In Jail Assessment	H20-01				
Sub-Total		60,156			60,156
<p>RATIONALE TO SUPPORT REQUEST: (include additional pages if necessary): Genesee County Community Corrections (GCCC) entered FY2017 with the understanding that meeting the 95% metric of new enrollments for the Alcohol Treatment Program (ATP) would be a challenge as the program had hurdles meeting the projected enrollments during FY2016. Unfortunately, ATP will not meet the projected enrollments for FY2017. A termination letter to the vendor, Catholic Charities, has been issued, and OCC will no longer fund the program after September 30, 2017. The program will continue for those eligible through the coordinating agency and health insurance funding avenues. GCCC knew that Pretrial Supervision would be challenged meeting the new 95% metric with being a new program, but honestly, not as challenging as it's been. As noted in the FY2017 GCCC Mid-Year Report, the Supervision Social Service Worker position didn't get filled until the middle of November 2016, and the staff member, Tiffany Jones, wasn't fully trained until January 2017. GCCC Pretrial Supervision has had 42 enrollments this fiscal year with over 30 being ordered from April 2017 to August 2017. FY2017 OCC funding did permit another position and GCCC intended to fill it prior to the fiscal year ending, but unfortunately, two staff members became ill (Pretrial and Billing), and internal procedural adjustments quickly needed to be made. The Billing staff has been out on leave since June 5, 2017, and unfortunately, has no return date. Genesee County Circuit Court financial department has been a blessing in fulfilling the Billing staff's requirements. The Pretrial staff member received his diagnosis in April 2017 and is currently going through treatment all while still working. He is a Rock Star! A meeting took place between GCCC and Genesee County Jail on accessing the City Lock-Up and video conferencing. Since that meeting, access to City Lock-Up has been received and Pretrial Assessments (Prebail) has increased tremendously. GCCC will continue to seek another Pretrial Social Service Worker as noted in the FY2018 Comprehensive Plan and Application. At this time, GCCC is requesting \$10,000 be decreased from ATP and \$20,000 be decreased from Pretrial Supervision to allow for a \$30,000 increase to Pretrial Assessment, specifically under Mark Harrison (leveraged position with Circuit Court). The requested funded changes will allow for 1,048 enrollments for Pretrial Assessments and 50 enrollments for Pretrial Supervision.</p>					

Authorized by:

Community Corrections Manager

Date

9/5/17

**GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS
REVIEW CHECKLIST**

Department: Community Corrections Document: ATR Second Amendment
Dept. Contact: Marlene Cellick Phone: 810-424-5702
Committee: Governmental Ops Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

- ☐ This item requires an appropriation or budget transfer.
- ☐ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office date

2. Controller-Procurement

- ☐ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.
- ☐ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager date

4. Legal

This document is approved as to form and legality.

Corporation Counsel date

5. Department

This document has been approved by roll call vote on _____ (date)

or

This document has been approved by Resolution # _____.

I certify that this document is the document approved by the above listed departments: _____.

SECOND AMENDMENT TO LETTER OF AGREEMENT
Between
THE GENESEE COUNTY OFFICE OF COMMUNITY CORRECTIONS
And
CATHOLIC CHARITIES
Alcohol Treatment Program

THIS is the second amendment to the original agreement made and entered into the 1st day of October 2016 by and between Catholic Charities, hereafter referred to as the CONTRACTOR (910 Chippewa St., Flint, Michigan 48502), and Genesee County Community Corrections, hereafter referred to as GENESEE COUNTY (630 S. Saginaw St. Flint, Michigan 48502).

WHEREAS, the Parties executed an Agreement for the Alcohol Treatment Program (ATP), pursuant to which the CONTRACTOR shall:

The CONTRACTOR shall:

- A. Provide services outlined in the Fiscal Year 2017 Application submitted to and approved by the OCC.

And

WHEREAS, the Parties wish to amend Section 4 - Compensation to the agreement for the Alcohol Treatment Program.

NOW THEREFORE, the Parties agree as follows:

Section 4 - COMPENSATION

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount payable to the CONTRACTOR under this agreement is **\$70,186.00** (DDJRP - \$53,156 and Non-DDJRP - \$17,030). A decrease of \$24,000 to the original budgeted agreement of \$94,186.00.

Payments are subject to, and contingent upon, availability of funding from the State Office of Community Corrections and the State Legislature or the Executive Branches. Payments may be limited, discontinued, or eliminated if the state fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

Payment for services shall be in accordance with the following schedule:

Service	Cost Per Unit	Units per Participant
Intake	\$67	1 Unit
Individual Counseling- Phases 1 & 2	\$67	8 Individual Sessions Maximum per offender
Individual Counseling- phase 3	\$67	Approved only by GCCC

Group Session Phase 1 2 weeks	\$40	1 ½ hour group session – Twice a week
Group Session Phase 2 24 weeks	\$40	1 ½ hour group session – Once a week
Group Session Phase 3	\$40	Approved only by GCCC
Family Counseling	\$70 hour (group)	Variable
Transportation Assistance	\$1.75 - Bus Tickets \$6.00- Your Ride	Variable

Section 17 - CERTIFICATION

The persons signing this Agreement on behalf of GENESEE COUNTY and the CONTRACTOR certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, GENESEE COUNTY and the CONTRACTOR have caused this agreement to be executed by their respective officers duly authorized to do so.

GENESEE COUNTY BOARD OF COMMISSIONERS

MARK YOUNG, CHAIRPERSON

CATHOLIC CHARITIES

**GENESEE COUNTY OFFICE OF
COMMUNITY CORRECTIONS**

Vicky Shultz Date
President

Marlene Collick Date
Director

**GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS
REVIEW CHECKLIST**

Circuit Court - Pretrial

Department: Community Corrections Document: First Amendment
Dept. Contact: Mordene Collich Phone: 810-424-5702
Committee: Governmental Ops Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

- ☐ This item requires an appropriation or budget transfer.
- ☐ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office date

2. Controller-Procurement

- ☐ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.
- ☐ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager date

4. Legal

This document is approved as to form and legality.

Corporation Counsel date

5. Department

This document has been approved by roll call vote on _____ (date)

or

This document has been approved by Resolution # _____.

I certify that this document is the document approved by the above listed departments: _____.

FIRST AMENDMENT TO LETTER OF AGREEMENT
Between
THE GENESEE COUNTY OFFICE OF COMMUNITY CORRECTIONS
And
7TH Circuit COURT
(Court Services – Pretrial Services)

THIS is the first amendment to the original agreement made and entered into the 1st day of October 2015 by and between the 7th Circuit Court, hereafter referred to as the CONTRACTOR (900 S. Saginaw Street, Flint, Michigan 48502), and Genesee County Community Corrections, hereafter referred to as GENESEE COUNTY (630 S. Saginaw St., Flint, Michigan 48502).

WHEREAS, the Parties executed a PRETRIAL SERVICES Agreement, pursuant to which the CONTRACTOR shall:

The CONTRACTOR shall:

- A. Provide services outlined in the Fiscal Year 2017 Application submitted to and approved by the OCC.

And

WHEREAS, the Parties wish to amend Section 4 – Compensation for Pretrial Services - Assessment.

NOW THEREFORE, the Parties agree as follows:

Section 4 - COMPENSATION

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount payable to the CONTRACTOR under this agreement is **\$105,000.00**. An increase of \$30,000 to the original budgeted agreement of \$75,000.

Payments are subject to, and contingent upon, availability of funding from the State Office of Community Corrections and the State Legislature or the Executive Branches. Payments may be limited, discontinued, or eliminated if the state fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The CONTRACTOR shall receive payments based on totals for salaries and fringes each month.

Section 17 - CERTIFICATION

The persons signing this Agreement on behalf of GENESEE COUNTY and the CONTRACTOR certify by said signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, GENESEE COUNTY and the CONTRACTOR have caused this agreement to be executed by their respective officers duly authorized to do so.

GENESEE COUNTY BOARD OF COMMISSIONERS

MARK YOUNG, CHAIRPERSON

7TH CIRCUIT COURT

**GENESEE COUNTY OFFICE OF
COMMUNITY CORRECTIONS**

Chief Judge Richard Yuille Date
7th Circuit Court

Marlene Collick, Director Date
Community Corrections



**COMMUNITY CORRECTIONS
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
FAX: (810) 257-3008

MARLENE COLLICK
DIRECTOR

- M E M O R A N D U M -

**TO: COMMISSIONER BRYANT NOLDEN, CHAIRPERSON
GOVERNMENTAL OPERATIONS COMMITTEE**

FROM: Marlene Collick, Director Community Corrections

DATE: September 5, 2017

SUBJECT: FY 2017 Genesee/Shiawassee Prisoner Reentry Extension

Background:

Genesee County Community Corrections is currently the Administrative Agency for the Prisoner Reentry (PR) in Genesee and Shiawassee Counties. Genesee County Community Corrections has served in this role since 2006.

The MDOC is requesting a one-month extension (Fifteenth Amendment) for October 1, 2017 through October 31, 2017 (Amendment attached) while proposals are reviewed for Michigan Offender Success.

The MDOC funding provides \$495,278.00 in State of Michigan PR funding for FY17 (October 1, 2016 – October 31, 2017). As the Administrative Agency, Genesee County receives \$49,500.00 for general administrative services.

NO MATCH IS REQUIRED.

Action Requested:

Approval for Genesee County Community Corrections to accept the FY2017 Prisoner Reentry funding amendment from the State of Michigan Department of Corrections, and to forward to the Board of Commissioners (BOC) meeting on September 27, 2017 for final approval, and signature when received.

**GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS
REVIEW CHECKLIST**

Department: Community Corrections Document: Deertry Fifteenth Amendment
Dept. Contact: Marlene Collich Phone: 810-424-5702
Committee: Governmental Ops Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

- ☐ This item requires an appropriation or budget transfer.
- ☐ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office date

2. Controller-Procurement

- ☐ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.
- ☐ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager date

4. Legal

This document is approved as to form and legality.

Corporation Counsel date

5. Department

- This document has been approved by roll call vote on _____ (date)
or
This document has been approved by Resolution # _____.

I certify that this document is the document approved by the above listed departments: _____.

FIFTEENTH AMENDMENT TO THE AGREEMENT BETWEEN
THE STATE OF MICHIGAN, DEPARTMENT OF CORRECTIONS
AND
GENESEE COUNTY OFFICE OF COMMUNITY CORRECTIONS

This is the fifteenth amendment to the original agreement made and entered into the 1st day of October, 2009 by and between the State of Michigan, Department of Corrections, hereafter referred to as the STATE, and Genesee County Office of Community Corrections, 1101 Beach St., Flint, MI 48502, hereafter referred to as the CONTRACTOR.

In consideration of the mutual promises, covenants and representations herein contained, the parties agree as follows:

Section 2 – STATEMENT OF WORK

1. The CONTRACTOR shall make service provisions for offenders referred to the CONTRACTOR by the STATE-Field Operations Administration (FOA) in Genesee and Shiawassee counties. The services provided must be authorized within the Prisoner Reentry Comprehensive Plan and by the Service Parameters issued by the STATE. STATE funds shall be expended in accordance with the Prisoner Reentry Financial Guide issued by the State.

Section 4 – PERIOD OF PERFORMANCE

The term of this agreement shall be from October 1, 2009 to October 31, 2017.

This agreement may not be renewed. The STATE reserves the right to exercise one or more renewal options at one time; or, to exercise only part of any option year.

Section 5 – COMPENSATION

1. The STATE agrees to pay to the CONTRACTOR the sum of up to \$8,645,378.00 for the eight year, one-month period, an increase of \$30,000.00. The amount for the services provided pursuant to this agreement is in Attachment C Budget Summary. The maximum amount payable, including travel expense reimbursement, to the CONTRACTOR (including subcontractors' costs) under this agreement shall not exceed for the \$8,645,378.00 period ending October 31, 2017.

All other terms and conditions of the original agreement remain the same.

In Witness whereof, the STATE and the CONTRACTOR have caused this agreement to be executed by their respective officers duly authorized to do so.

CONTRACTOR

MICHIGAN DEPARTMENT OF
CORRECTIONS

Jamie W. Curtis
Chairperson

Date

Jeri Ann Sherry
Deputy Director, Designee

Date

1101 Beach St.

Flint, Michigan 48502

Grandview Plaza, P.O. Box 30003

Lansing, Michigan 48909

(Note: The only person authorized to execute an agreement for the Department of Corrections is the Director or Designee.)

FOR INTERNAL USE ONLY

<hr/> Index Number	<hr/> PCA Number	<hr/> Agency Object Code
<hr/> Commodity Code	<hr/> CS-138 Number	<hr/> County(s) of Service
<hr/> 472B0200033 (20100059I) Contract Number		LCK



**COMMUNITY CORRECTIONS
GENESEE COUNTY BOARD OF COMMISSIONERS**

1101 BEACH STREET, ROOM 312
FLINT, MICHIGAN 48502

TELEPHONE: (810) 257-3020
FAX: (810) 257-3008

MARLENE COLLUCK
DIRECTOR

- M E M O R A N D U M -

**TO: COMMISSIONER BRYANT NOLDEN, CHAIRPERSON
GOVERNMENTAL OPERATIONS COMMITTEE**

FROM: Marlene Collick, Director Community Corrections

DATE: September 5, 2017

SUBJECT: Approval of Michigan Prisoner Reentry FY2017 Sub-Contract Extensions

Background:

Genesee County Community Corrections is currently the Administrative Agency for the Prisoner Reentry (PR) in Genesee and Shiawassee Counties. Genesee County Community Corrections has served in this role since 2006.

The MDOC has issued a Fifteenth Amendment to Prisoner Reentry extending the current FY2017 agreement to October 31, 2017 while proposals are reviewed for Michigan Offender Success.

The MDOC funding provides \$495,278.00 in State of Michigan PR funding for FY17 (October 1, 2016 – October 31, 2017). As the Administrative Agency, Genesee County will receive \$49,500.00 for general administrative services.

NO MATCH IS REQUIRED.

Action Requested:

Seek approval for Genesee County Community Corrections to enter into subcontracts relating to the extension award (subcontracts attached and issued to Corporation Counsel-Civil Division) with referral to the Board of Commissioners (BOC) meeting on September 27, 2017 for final approval, and signature.

ATTACHMENT F - BUDGET ADJUSTMENT

SERVICE CATEGORY	CURRENT BUDGET	BUDGET ADJUSTMENT	ADJUSTED BUDGET AMOUNT
1. Residential Stability	\$ 275,769.33	\$19,500.00	\$ 295,269.33
2. Employment Readiness	\$ 6,394.48	\$2,000.00	\$ 8,394.48
3. Social Support	\$ 30,919.24	\$6,500.00	\$ 37,419.24
4. Health and Behavioral Health	\$ 73,919.24	-\$25,000.00	\$ 48,919.24
SERVICE CATEGORY TOTAL	\$ 387,002.29	\$ 5,000.00	\$ 392,002.29
5. Operations Support	\$ 108,275.71	-\$3,000.00	\$ 105,275.71
TOTAL BUDGET	\$ 495,278.00	\$ -	\$ 495,278.00

ADMINISTRATIVE AGENCY APPROVAL AS RECOMMENDED BY CO-CHAIRS

Signature: <i>Marlene Collick</i>	Signature: <i>ME Collick</i>	Date: <i>9/5/17</i>
ORU Contract Manager Approval:		Date:
Financial Services Manager Approval:		Date:

Service Category	Requested Adjustment
Residential Stability <small>(Note: If the current spending level for this service, it is projected that the following funds will not be expensed during fiscal year 2017. Requesting funds be moved to Residential Stability, Base Housing to fulfill expenses until October 31, 2017.)</small> Based on the current spending level for this service, it is projected that the following funds will not be expensed during fiscal year 2017. Requesting funds be moved to Residential Stability, Base Housing to fulfill expenses until October 31, 2017.	-\$15,000.00
Base Housing Base Based on the current spending level for this service, it is projected the following funds will be needed to fulfill expenses until October 31, 2017.	\$44,500.00
Housing Base N/A	\$0.00
Residential Stability Based on the current spending level for this service, it is projected that the following funds will not be expensed during fiscal year 2017. Requesting funds be moved to Residential Stability, Base Housing to fulfill expenses until October 31, 2017.	-\$10,000.00
Residential Stability Total	\$19,500.00

Employment Readiness	
Employment Readiness - Current Services	
Vanpool Expenses	Requested Adjustment
N/A	
	\$0.00
Van Expenses	Requested Adjustment
N/A	
	\$0.00
Van Gas, Van Insurance	Requested Adjustment
N/A	
	\$0.00
Transport VMT Expenses	Requested Adjustment
N/A	
	\$0.00
Truck Expenses	Requested Adjustment
N/A	
	\$0.00
Truck Gas, Truck Insurance	Requested Adjustment
N/A	
	\$0.00
Based on the current spending level for this service, it is projected the following funds will be needed to fulfill expenses until October 31, 2017.	Requested Adjustment
	\$2,000.00
Reserve Expenses	Requested Adjustment
N/A	
	\$0.00
Employment Readiness Total	\$2,000.00

Social Support	
Please provide funding for each adjustment (attach spreadsheets as necessary)	
1. Clothing Allowance	Requested Adjustment
Based on the current spending level for this service, it is projected that the following funds will not be expensed during fiscal year 2017. Requesting funds be moved to Social Support, Public Transportation to fulfill expenses until October 31, 2017.	
	-\$1,000.00
2. Budget and Case Service	Requested Adjustment
N/A	
	\$0.00
3. Employment	Requested Adjustment
Based on the current spending level for this service, it is projected that the following funds will not be expensed during fiscal year 2017. Requesting funds be moved to Employment Readiness, Work Supplies to fulfill expenses until October 31, 2017.	
	-\$1,000.00
4. Law Enforcement	Requested Adjustment
N/A	
	\$0.00
5. Mentoring	Requested Adjustment
N/A	
	\$0.00
6. Pre-Social Services	Requested Adjustment
N/A	
	\$0.00
7. Public Transportation	Requested Adjustment
Based on the current spending level for this service, it is projected the following funds will be needed to fulfill expenses until October 31, 2017.	
	\$9,500.00
8. Private Transportation	Requested Adjustment
Based on the current spending level for this service, it is projected that the following funds will not be expensed during fiscal year 2017. Requesting funds be moved to Employment Readiness, Work Supplies to fulfill expenses until October 31, 2017.	
	-\$1,000.00
9. Transportation Allowance	Requested Adjustment
N/A	
	\$0.00
10. Volunteer Services	Requested Adjustment
N/A	
	\$0.00
Social Support Total	\$8,500.00

Health and Behavioral Health	
Please provide details for each adjustment request below as necessary.	
1. Cognitive Behavioral Therapy	Requested Adjustment
Based on the current spending level for this service, it is projected that the following funds will not be expended during fiscal year 2017. Requesting funds be moved to Residential Stability, Base Housing to fulfill expenses until October 31, 2017.	
	-\$25,000.00
2. Peer Support/Case Manager	Requested Adjustment
N/A	
	\$0.00
3. Assessment	Requested Adjustment
N/A	
	\$0.00
4. Group Counseling	Requested Adjustment
N/A	
	\$0.00
5. Individual Counseling	Requested Adjustment
N/A	
	\$0.00
6. Family Counseling	Requested Adjustment
N/A	
	\$0.00
7. Psychiatric Assessment	Requested Adjustment
N/A	
	\$0.00
8. Prescription Management/ Medication	Requested Adjustment
N/A	
	\$0.00
9. Medication Review	Requested Adjustment
N/A	
	\$0.00
10. Prescription Refill/Refill Health Care	Requested Adjustment
N/A	
	\$0.00
11. Research/Statistics	Requested Adjustment
N/A	
	\$0.00
Health and Behavioral Health Total	-\$25,000.00

Operations Support	
<i>Please explain rationale for each adjustment below as necessary</i>	
1. Community Coordinator	Requested Adjustment
N/A	
	\$0.00
2. Tribal Community Coordinator	Requested Adjustment
N/A	
	\$0.00
3. Management Information Systems (MIS)	Requested Adjustment
N/A	
	\$0.00
4. Outreach and Referrals	Requested Adjustment
N/A	
	\$0.00
5. In-Breach	Requested Adjustment
Based on the current spending level for this service, it is projected that the following funds will not be expensed during fiscal year 2017. Requesting funds be moved to Social Support, Public Transportation to fulfill expenses until October 31, 2017.	
	-\$3,000.00
6. Training and Professional Development	Requested Adjustment
N/A	
	\$0.00
7. General Administrative (Up to 10% of total budget)	Requested Adjustment
N/A	
	\$0.00
Operations Support Total	\$3,000.00

Collick, Marlene

From: Raquepaw, Tracey (MDOC) <Raquepawt@michigan.gov>
Sent: Tuesday, September 05, 2017 11:03 AM
To: Collick, Marlene; Musser, Stephanie (MDOC); Fishtorn, Timothy (MDOC); Mervenne, Leonard (MDOC)
Cc: Winn, Tom (O'Bell) (MDOC)
Subject: RE: Genesee BAR #1.

Approved!

Tracey L. Raquepaw
Reentry Facility Coordinator
Saginaw Correctional Facility
phone(989)695-9880 x2731187
Raquepawt@michigan.gov

From: Collick, Marlene [mailto:MCollick@co.genesee.mi.us]
Sent: Monday, September 04, 2017 11:04 PM
To: Musser, Stephanie (MDOC); Raquepaw, Tracey (MDOC); Fishtorn, Timothy (MDOC); Mervenne, Leonard (MDOC)
Cc: Winn, Tom (O'Bell) (MDOC)
Subject: Fwd: Genesee BAR #1.

Please review the attached Budget Adjustment Request to fulfill contracts until October 31, 2017 (received one month extension). Please issue an approval or denial electronically upon reviewing.

Thank you,

Marlene Collick
Director
Community Corrections
Genesee County

Sent from my iPhone

Begin forwarded message:

From: Marlene Collick <marlenecollick@gmail.com>
Date: September 4, 2017 at 10:11:54 PM EDT
To: "Collick, Marlene" <mcollick@co.genesee.mi.us>
Subject: Genesee BAR #1.

Attached for Co-Chair approval!

Collick, Marlene

From: Musser, Stephanie (MDOC) <MusserS1@michigan.gov>
Sent: Tuesday, September 05, 2017 8:17 AM
To: Collick, Marlene
Cc: Raquepaw, Tracey (MDOC); Fishtorn, Timothy (MDOC); Mervenne, Leonard (MDOC); Winn, Tom (O'Bell) (MDOC)
Subject: Re: Genesee BAR #1.

Approved!! Thank you!

Stephanie Musser

On Sep 4, 2017, at 11:04 PM, Collick, Marlene <MCollick@co.genesee.mi.us> wrote:

Please review the attached Budget Adjustment Request to fulfill contracts until October 31, 2017 (received one month extension). Please issue an approval or denial electronically upon reviewing.

Thank you,

Marlene Collick
Director
Community Corrections
Genesee County

Sent from my iPhone

Begin forwarded message:

From: Marlene Collick <marlenecollick@gmail.com>
Date: September 4, 2017 at 10:11:54 PM EDT
To: "Collick, Marlene" <mcollick@co.genesee.mi.us>
Subject: Genesee BAR #1.

Attached for Co-Chair approval!
<FY2017 Genesee Reentry BAR (1).xls>

Collick, Marlene

From: Fishtorn, Timothy (MDOC) <FISHTORNT@michigan.gov>
Sent: Tuesday, September 05, 2017 8:40 AM
To: Collick, Marlene; Musser, Stephanie (MDOC); Raquepaw, Tracey (MDOC); Mervenne, Leonard (MDOC)
Cc: Winn, Tom (O'Bell) (MDOC)
Subject: RE: Genesee BAR #1.

Approved

Timothy Fishtorn
Genesee County Parole Supervisor
Office # 810-766-8080
Cell # 517-388-0969

From: Collick, Marlene [mailto:MCollick@co.genesee.mi.us]
Sent: Monday, September 04, 2017 11:04 PM
To: Musser, Stephanie (MDOC); Raquepaw, Tracey (MDOC); Fishtorn, Timothy (MDOC); Mervenne, Leonard (MDOC)
Cc: Winn, Tom (O'Bell) (MDOC)
Subject: Fwd: Genesee BAR #1.

Please review the attached Budget Adjustment Request to fulfill contracts until October 31, 2017 (received one month extension). Please issue an approval or denial electronically upon reviewing.

Thank you,

Marlene Collick
Director
Community Corrections
Genesee County

Sent from my iPhone

Begin forwarded message:

From: Marlene Collick <marlenecollick@gmail.com>
Date: September 4, 2017 at 10:11:54 PM EDT
To: "Collick, Marlene" <mcollick@co.genesee.mi.us>
Subject: Genesee BAR #1.

Attached for Co-Chair approval!

**GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS
REVIEW CHECKLIST**

Department: Community Corrections Document: FY17 11th Amendment - Catholic
Dept. Contact: Mortene Collich Phone: 810-424-5702 Charities
Committee: Governmental Ops. Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

- ☐ This item requires an appropriation or budget transfer.
- ☐ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office date

2. Controller-Procurement

- ☐ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.
- ☐ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager date

4. Legal

This document is approved as to form and legality.

Corporation Counsel date

5. Department

This document has been approved by roll call vote on _____ (date)

or

This document has been approved by Resolution # _____.

I certify that this document is the document approved by the above listed departments: _____.

ELEVENTH AMENDMENT TO PRISONER REENTRY HEALTH AND BEHAVIORAL HEALTH CONTRACT

This is the eleventh amendment to the original agreement made and entered into the 1st day of October 2012 by and between Genesee County, a Michigan municipal corporation whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Catholic Charities of Shiawassee and Genesee Counties, whose principal place of business is located at 901 Chippewa St., Flint, MI 48503 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a **HEALTH AND BEHAVIORAL HEALTH** Contract (the "Agreement"), pursuant to which the CONTRACTOR shall:

- A. Provide the services outlined in the Prisoner Reentry Comprehensive Plan for Fiscal Year 2013.

Specific duties shall include the following:

1. Services should include Cognitive Behavioral Therapy through the Thinking Matters curriculum and also include Batterers Intervention (Domestic Violence) through the Duluth Model. Services shall occur for both Genesee and Shiawassee referred returning offenders.

And

WHEREAS, the Parties wish to amend Section 3 – Period of Performance and Section 4 – Compensation to the contract for Health and Behavioral Health.

NOW THEREFORE, the Parties agree as follows:

Section 3 – PERIOD OF PERFORMANCE

The term of this agreement is from October 1, 2016 through October 31, 2017.

Section 4 – COMPENSATION:

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount of **\$45,000.00**, a \$25,000 decrease (Attachment B), will be payable to the CONTRACTOR under this agreement. Reimbursement from October 1, 2016 – October 31, 2017 will be as follows: Cognitive Behavioral Therapy=\$15,000, Domestic Violence Assessments = \$5,000 and Domestic Violence Group Sessions = \$25,000. Fees for Cognitive Behavior Therapy should not exceed \$35.00 per session at a maximum of 9 sessions for a projected 60 participants. Cognitive Behavioral Therapy shall occur as directed in the Thinking Matters curriculum: group and not individual sessions. Fees for Domestic Violence should not exceed \$80.00 per assessment/intake, \$25.00 per group/per session at a maximum of 26 sessions, utilizing the Duluth Model. Extensions will not be issued for a participant that has reached their Cap cost as

detailed below. Cognitive Behavioral Therapy and Domestic Violence will be offered in both Genesee and Shiawassee County. Referrals for Domestic Violence must be made by the field agent and the returnee must have a condition of parole indicating the need for these programs or have a violation or new sentence requiring the specialized sessions.

Description of Services	Billable Unit of Cost	Projected # of Parolees Served	Average # of Units Per Parolee	Projected Cost
Group Programs using the Thinking Matters curriculum	\$35.00 per group session	126	9 sessions	\$35.00 per session x 9 sessions x 60 participants \$315 Cap per participant
Batterer Intervention sessions using the Duluth Model	\$80.00 per assessment \$25.00 per session	40	1 assessment 26 sessions	\$80.00 x 1 assessment x 18 participants \$25.00 x 26 sessions \$730.00 Cap per participant

Compensation for services shall be based on the actual cost of the services provided per parolee. Payments will be made based upon actual costs of services.

Payments are subject to, and contingent upon, availability of funding from the State Department of Corrections and the State Legislature and Executive branches. Payments may be limited, discontinued, or eliminated if the State fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The remaining terms of the agreement and past amendments remain unchanged and in full effect.

CATHOLIC CHARITIES

COUNTY OF GENESEE

By: _____
Vickie Schultz
President

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

**GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS
REVIEW CHECKLIST**

Department: Community Corrections Document: FY17 Reentry 12th Amendment - New Path
Dept. Contact: Marlene Collich Phone: 610-484-5702
Committee: Governmental Ops Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

- ☐ This item requires an appropriation or budget transfer.
- ☐ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office date

2. Controller-Procurement

- ☐ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.
- ☐ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager date

4. Legal

This document is approved as to form and legality.

Corporation Counsel date

5. Department

This document has been approved by roll call vote on _____ (date)

or

This document has been approved by Resolution # _____.

I certify that this document is the document approved by the above listed departments: _____.

TWELFTH AMENDMENT TO PRISONER REENTRY RESIDENTIAL STABILITY CONTRACT

This is the twelfth amendment to the original agreement made and entered into the 1st day of October 2012 by and between Genesee County, a Michigan municipal corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and New Paths, Inc., whose principal place of business is located at 765 East Hamilton Ave. Flint, MI 48505 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a **RESIDENTIAL STABILITY** Contract (the "Agreement"), pursuant to which the CONTRACTOR shall:

- A. Provide the services outlined in the Prisoner Reentry Comprehensive Plan for Fiscal Year 2013.

Specific duties shall include the following:

1. Services will include transitional housing from 1 to 90 days, extensions up to 180 days approved by Field Supervisor; extensions beyond 180 days approved by Field Office Regional Manager. Structured housing will be a 24/7 secured housing unit from 1 – 30 days, extensions approved by Field Office Regional Manager. Rental assistance will be a month's rental payment for a Prisoner Reentry returning offender who shows an income level to sustain placement. Eligible returning offenders for rental assistance will obtain their own lease agreement and be responsible for deposit. Prisoner Reentry will not be liable for any lease agreements who have received rental assistance funds.

And

WHEREAS, the Parties wish to amend Section 3 – Period of Performance and Section 4 – Compensation to the contract of Residential Stability Services.

NOW THEREFORE, the Parties agree as follows:

Section 3 – PERIOD OF PERFORMANCE

The term of this agreement is from October 1, 2016 through October 31, 2017.

Section 4 – COMPENSATION

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount of **\$193,000.00**, a \$44,500 increase (Attachment B), will be payable to the CONTRACTOR under this agreement. Reimbursement from October 1, 2016 – October 31, 2017 will be as follows: Base Housing/Rent = **\$172,000** (CONTRACTOR administrative expenses shall not exceed 10%) and Structured Housing = \$21,000.

Description of Service	Billable Cost per Unit	Projected # of Parolees Served	Projected Cost
Base Housing – Room rent for 1-180 days with extension approval from Field Supervisor (up to 180 days) or Field Regional Manager (beyond 180 days). Rent - Rent covers 30 days per unit. Only 1 unit per parolee	\$16.50 per diem	160	\$16.50 x 28 participants x 365 days
Structured Housing – 24/7 monitored housing with on-site case management and programming. 1-30 days with extension approval from Field Regional Manager.	\$42.00 per diem	25	\$42.00 x 1.5 participants x 365 days

Compensation for services shall be based on the actual cost of the services provided per parolee. Payments will be made based upon actual costs of services.

Payments are subject to, and contingent upon, availability of funding from the State Department of Corrections and the State Legislature and Executive branches. Payments may be limited, discontinued, or eliminated if the State fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The remaining terms of the agreement and past amendments remain unchanged and in full effect.

NEW PATHS, INC

COUNTY OF GENESEE

By: _____
James Hudgens
Executive Director

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

**GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS
REVIEW CHECKLIST**

Department: Community Corrections Document: P417 Entry 7th Amendment-New
Dept. Contact: Marlene Collich Phone: 810-424-5702 Paths
Committee: Governmental Ops Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

- ☐ This item requires an appropriation or budget transfer.
- ☐ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office date

2. Controller-Procurement

- ☐ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.
- ☐ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager date

4. Legal

This document is approved as to form and legality.

Corporation Counsel date

5. Department

This document has been approved by roll call vote on _____ (date)

or

This document has been approved by Resolution # _____.

I certify that this document is the document approved by the above listed departments: _____.

SEVENTH AMENDMENT TO PRISONER REENTRY RESOURCE SPECIALIST CONTRACT

This is the seventh amendment to the original agreement made and entered into the 1st day of October 2012 by and between Genesee County, a Michigan municipal corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502, hereafter referred to as **GENESEE COUNTY**, and New Paths, Inc., whose principal place of business is located at 765 East Hamilton Ave. Flint, MI 48505, hereafter referred to as the **CONTRACTOR**; the Contractor and the County together, the "Parties."

WHEREAS, the Parties executed a **RESOURCE SPECIALIST and COMMUNITY COORDINATOR** Contract (the "Agreement"), pursuant to which the **CONTRACTOR** shall:

- A. Provide the services outlined in the Prisoner Reentry Comprehensive Plan for Fiscal Year 2013 and Resource Specialist Position Description.

Specific duties shall include the following:

1. Services will include completing tasks for the following service categories: Residential Stability, Employment Readiness, Social Support, and Health/Behavioral Health. Tasks will include, but are not limited to, receiving CFJ 140(s) from the Field Agent, data entry on the Reentry Spreadsheet, scheduling/confirming appointments, forwarding CFJ 140(s) to the Reentry Funded Provider, and documenting the status of the referral until it has been terminated. For Residential Stability, the Resource Specialist will develop a housing plan with the resident and meet with that resident every 30 days to review goal outcomes set within the housing plan. For the best interest of the returnee, the Resource Specialist will host a collaborative case management approach with housing unit landlords, field agents, and service providers.
2. Community Coordinator Services will include the applicant to plan and facilitate a broad-based community organizing effort under the guidance of a local Steering Team. The Community Coordinator is responsible for assisting with the development and implementation of the locally-approved Comprehensive Plan. The Community Coordinator is also responsible for the coordination, implementation, and monitoring of the Comprehensive Plan funds expended.

And

WHEREAS, the Parties wish to amend Section 3 – Period of Performance and Section 4 – Compensation to the Resource Specialist contract.

-

NOW THEREFORE, the Parties agree as follows:

Section 3 – PERIOD OF PERFORMANCE

The term of this agreement is from October 1, 2016 through October 31, 2017.

Section 4 – COMPENSATION

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount payable under this agreement is **\$89,384.76**, a \$13,000 decrease (Attachment C), of which \$1,000.00 shall be utilized for monthly reimbursement to Verizon broadband usage card.

Resource Specialist hours, must be direct service, and shall not exceed \$65,384.76. Compensation for Resource Specialist services shall be billed at the rate of \$27.41 per hour x **2,385** direct service hours (Attachment E). Resource Specialist hours shall be utilized as follows: Residential Stability-1,669 (70%) hours, Employment Readiness-119 (5%) hours, Social Support-119 (5%) hours, Health/Behavioral Health-119 (5%) hours, and In-Reach-357 (15%) hours. Hourly rate will also include the continuation payment of travel and office supplies. Reimbursement requests should only occur for serviced hours through Prisoner Reentry Resource Specialist duties.

The CONTRACTOR shall not exceed \$23,000.00 for Community Coordinator, which will be based upon \$44.23 x 520 hours (10 hours per week).

90% of reimbursement shall be inclusive of wages, benefits, supplies, mileage, and IS equipment for the Resource Specialist; contractor administrative expenses shall not exceed 10% of the Resource Specialist budgeted amount.

Description of Service	Billable Unit of Service	Billable Cost per Unit	Average # of Billable Hours and Weeks	Projected Cost
Fund 1 ½ staff persons to provide the following services for parolees referred to the contractor: Residential Stability – Housing	1.0 hour per offender enrollment/placement into services and programming OR per offender case planning session. Covers updating case plans, database, and case/service coordination	\$27.41 per 1 1/2 hour	55 hours per week	\$27.41 per hour x 2,385 hours

Coordination and Case Management Employment Readiness – Liaison Services Social Support – Liaison Services Health / Behavioral Health – Liaison Services In-Reach – Case Management Reimbursable costs included in the cost per unit rate: Wages, fringe benefits, travel, office space, telephone, and office supplies.				
Community Coordinator Services	-Plan and facilitate a broad-based community organizing effort under the guidance of a local Steering Team. -Assisting with the development and implementation of the locally-approved Comprehensive Plan.		10 hours per week	$\$44.23 \text{ per hour} \times 520 \text{ total direct hours}$
Verizon Broadband Card	Monthly service payment		12 Months	$\$80.80 \times 12 \text{ months} = \sim \$1,000$

Compensation for services shall be based on the actual cost of the services provided per parolee. Payments will be made based upon actual costs of services.

Payments are subject to, and contingent upon, availability of funding from the State Department of Corrections and the State Legislature and Executive branches. Payments may be limited, discontinued, or eliminated if the State fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The remaining terms of the agreement and past amendments remain unchanged and in full effect.

NEW PATHS, INC

COUNTY OF GENESEE

By: _____
James Hudgens
Executive Director

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

**GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS
REVIEW CHECKLIST**

Department: Community Corrections Document: F417 10th Reentry Amendment - New Path
Dept. Contact: Marlene Cellick Phone: 810-424-5702
Committee: Governmental Ops Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

- _____ This item requires an appropriation or budget transfer.
- _____ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office date

2. Controller-Procurement

- _____ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.
- _____ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager date

4. Legal

This document is approved as to form and legality.

Corporation Counsel date

5. Department

This document has been approved by roll call vote on _____ (date)
or
This document has been approved by Resolution # _____.

I certify that this document is the document approved by the above listed departments: _____.

TENTH AMENDMENT TO PRISONER REENTRY SOCIAL SUPPORT CONTRACT

This is the tenth amendment to the original agreement made and entered into the 1st day of October 2012 by and between Genesee County, a Michigan municipal corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and New Paths, Inc., whose principal place of business is located at 765 E. Hamilton Ave. Flint, MI 48505 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a **SOCIAL SUPPORT and Employment Readiness** Contract (the "Agreement"), pursuant to which the CONTRACTOR shall:

- A. Provide the services outlined in the Prisoner Reentry Comprehensive Plan for Fiscal Year 2013.

Specific duties shall include the following:

1. Social Support Services will include entitlements (identification assistance, birth certificates), clothing assistance, public/private transportation assistance (bus passes/tokens, gas cards, and bicycles), work supplies (work clothes, work boots, and/or work tools).

And

WHEREAS, the Parties wish to amend Section 3 – Period of Performance and Section 4 – Compensation to the contract for Social Support.

NOW THEREFORE, the Parties agree as follows:

Section 3 – PERIOD OF PERFORMANCE

The term of this agreement is from October 1, 2016 through October 31, 2017.

Section 4 – COMPENSATION:

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount payable under this agreement is **\$34,000.00**, a \$12,000 increase (Attachment B), from October 1, 2016 – October 31, 2017. Reimbursement will be as follows: Clothing Vouchers = \$900, Identification Assistance= \$600, Public Transportation = \$30,500, Private Transportation = \$0.0, and Work Supplies = \$2,000.

Description of Services	Billable Unit of Service	Billable Cost Per Unit	Projected # of Parolees Served	Number of Units Per Parolee x Projected Served	Projected Cost

Transportation Assistance Bus Passes	Purchase Receipts Genesee and Shiawassee		140	\$150.00 Cap	\$17.50 10-punch card x 1,200 cards Total = \$30,500
Clothing Assistance Non-employment and employment related clothes	Purchase Receipts Genesee and Shiawassee	\$25.00 Cap per participant	96	\$25.00 Cap per participant x 26 participants	\$900
Identification Assistance Essential documents: State ID and birth certificate	Purchase Receipts Genesee and Shiawassee	One-time actual cost per document	75		\$600
Private = Gas Cards, Bicycles to be kept at Housing Unit	Purchase Receipts	Actual cost per service received	\$20.00 per gas card (\$40.00 per month)		\$0.00
Work Supplies	Purchase Receipts	Actual cost per service received	Quotes from two locations		\$2,000

Compensation for services shall be based on the actual cost of the services provided per parolee. Payments will be made based upon actual costs of services.

Payments are subject to, and contingent upon, availability of funding from the State Department of Corrections, and the State Legislature and Executive branches. Payments may be limited, discontinued, or eliminated if the State fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The remaining terms of the agreement and past amendments remain unchanged and in full effect.

NEW PATHS, INC

COUNTY OF GENESEE

By: _____
James Hudgens
Executive Director

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS REVIEW CHECKLIST

Department: Community Corrections

Document: F4179^B Reentry Amendment - Shioasse
County

Dept. Contact: Martene Collick

Phone: 810-424-5702

Committee: Governmental Ops

Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

_____ This item requires an appropriation or budget transfer.

_____ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office date

2. Controller-Procurement

_____ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.

_____ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager _____ date _____

4. Legal

This document is approved as to form and legality.

Corporation Counsel date

5. Department

This document has been approved by roll call vote on _____ (date)

or

This document has been approved by Resolution # _____

I certify that this document is the document approved by the above listed departments: _____

NINTH AMENDMENT TO PRISONER REENTRY RESIDENTIAL STABILITY CONTRACT

This is the ninth amendment to the original agreement made and entered into the 1st day of October 2012 by and between Genesee County, a Michigan municipal corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Shiawassee County whose principal place of business is located at 201 N. Shiawassee St. Corunna, MI 48817 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed a **RESIDENTIAL STABILITY** Contract (the "Agreement"), pursuant to which the CONTRACTOR shall:

- A. Provide the services outlined in the Prisoner Reentry Comprehensive Plan for Fiscal Year 2013.

Specific duties shall include the following:

1. Services should include a 24/7 secured housing unit, identified as Structured Housing, at 1042 N. Shiawassee St. Corunna, MI 48817 from 1 – 90 days, extensions, up to 180 days approved by Field Supervisor; any extension after 180 days must be approved by Field Office Regional Manager. Services shall occur for Shiawassee referred returning offenders.

And

WHEREAS, the Parties wish to amend Section 3 – Period of Performance and Section 4 – Compensation to the contract for Residential Stability Services.

NOW THEREFORE, the Parties agree as follows:

Section 3 – PERIOD OF PERFORMANCE

The term of this agreement is from October 1, 2016 through October 31, 2017.

Section 4 – COMPENSATION

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount of **\$57,400.00**, a \$15,000 decrease, (Attachment B) will be payable to the CONTRACTOR under this agreement.

Description of Service	Billable Cost per Unit	Projected # of Parolees Served	Projected Cost
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Structured Housing – 24/7 monitored housing with on-site management and programming. 1-90 days with extension approval up to 180 days from Field Supervisor; extensions beyond 180 days from Field Regional Manager.	\$33.00 per diem Daily Unit Rate Shall Cover the Following: -Room and Board in an alcohol and drug-free living environment. -Monitoring of residents, visitors, and other staff's movement. -3 Meals a Day meeting nutritional requirements. -A Dining area with a refrigerator and microwave. -A Dayroom with basic cable television without a DVD/VCR component.	40	\$33.00 x 4.5 participants x 365 days
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Compensation for services shall be based on the actual cost of the services provided per parolee. Payments will be made based upon actual costs of services.

Payments are subject to, and contingent upon, availability of funding from the State Department of Corrections and the State Legislature and Executive branches. Payments may be limited, discontinued, or eliminated if the State fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The remaining terms of the agreement and past amendments remain unchanged and in full effect.

SHIAWASSEE COUNTY

COUNTY OF GENESEE

By: _____

Hartmann Aue
Shiawassee County

By: _____

Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

GENESEE COUNTY BOARD OF COUNTY COMMISSIONERS REVIEW CHECKLIST

Department: Community Corrections

Document: FY17 Reentry 9th Amendment - SURC

Dept. Contact: Mackenzie Collick

Phone: 810-424-5702

Committee: Governmental Ops

Desired agenda date: 9/18/17

Submit a completed copy of this form with document when seeking Board Chair signature.

If a proposed agenda item requires Board approval of a contract, lease, application, agreement, or memorandum of understanding, it must be reviewed by the Controller's Office (Finance and Procurement), Risk Management, and Corporation Counsel. If changes are made after Corporation Counsel approval, you must re-submit your document to Corporation Counsel.

1. Controller-Finance

_____ This item requires an appropriation or budget transfer.

_____ This item does not require an appropriation or budget transfer and it has been reviewed and found to be in accordance with the County's budget and accounting practices.

Controller's Office

date

2. Controller-Procurement

_____ This transaction is subject to the Genesee County Administrative Control of Funds Regulations.

____ This transaction is in compliance with the Genesee County Purchasing Regulations.

Controller's Office

date

3. Risk Management

The insurance, indemnity, and bond provisions contained in this document are sufficient to meet the County's fiscal obligations.

Risk Manager

date

4. Legal

This document is approved as to form and legality.

Corporation Counsel

date

5. Department

This document has been approved by roll call vote on _____ (date)

or

This document has been approved by Resolution # _____.

I certify that this document is the document approved by the above listed departments: _____

NINTH AMENDMENT TO PRISONER REENTRY WORKFORCE DEVELOPMENT CONTRACT

This is the ninth amendment to the original agreement made and entered into the 1st day of October 2012 by and between Genesee County, a Michigan municipal corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and SVRC Industries, whose principal place of business is located at 919 Veterans Memorial Pkwy Saginaw, MI 48601 (the "Contractor") (the Contractor and the County together, the "Parties").

WHEREAS, the Parties executed an **EMPLOYMENT READINESS** Contract (the "Agreement"), pursuant to which the CONTRACTOR shall:

- A. Provide the services outlined in the Prisoner Reentry Comprehensive Plan for Fiscal Year 2013.

Specific duties shall include the following:

1. Workforce Development services will include try-out employment.

And

WHEREAS, the Parties wish to amend Section 3 – Period of Performance to the contract for Workforce Development.

NOW THEREFORE, the Parties agree as follows:

Section 3 – PERIOD OF PERFORMANCE

The term of this agreement is from October 1, 2016 through October 31, 2017.

Section 4 – STATEMENT OF WORK

GENESEE COUNTY agrees to provide payment to the CONTRACTOR for allowable costs incurred during the performance of this contract. The maximum amount payable to the CONTRACTOR under this agreement is \$2,475.24 (Attachment B) for an estimated population of 3.5. Employment readiness is funded only for Try-Out Employment.

Description of Services	Billable Unit of Service	Billable Cost Per Unit	Projected # of Parolees Served	Number of Units Per Parolee x Projected Served	Projected Cost
Try-Out Employment See Attachment	Per Hour	\$4.25	3.5	160 Hours	160 x \$4.25 per hour x 10% = \$2,475.24

A –Prisoner Reentry Cost and Service Parameters titled Employment Readiness					10% Administrative Fee – may not exceed \$247.52 \$680.00 Cap Per Participant
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Compensation for services shall be based on the actual cost of the services provided per parolee. Payments will be made based upon actual costs of services.

Payments are subject to, and contingent upon, availability of funding from the State Department of Corrections, and the State Legislature and Executive branches. Payments may be limited, discontinued, or eliminated if the State fails to appropriate sufficient funds, or if an executive order, directive, or departmental decision limits, discontinues, or eliminates the ability of GENESEE COUNTY to make such payments.

The remaining terms of the agreement and past amendments remain unchanged and in full effect.

SVRC INDUSTRIES

COUNTY OF GENESEE

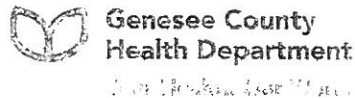
By: _____
Dean Emerson
President/COO

By: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Mark Valacak, MPH
Health Officer



Gary K. Johnson, MD, MPH
Medical Director

MEMORANDUM

To: Kim Courts, Chairperson
Chairperson, Finance and Budget Subcommittee

From: Mark Valacak, M.P.H. *MV*
Health Officer

Date: August 28, 2017

Subject: Approval to establish PH Director, Addressing and Preventing Lead Exposure Through Healthy Start

Requested Action

Subcommittee approval and referral to the Finance committee of the Board of Commissioners.

Contract: Position Approval: Addressing and Preventing Lead Exposure Through Healthy Start

Amount: \$14,975,000.00

Funding Account: 221.6015

Funding Source: U.S. Department of Health And Human Services (HHS),
Health Resources and Services Administration (HRSA)

For the Period: July 1, 2017 through June 30, 2022

Purpose: To establish positions necessary to meet federal grant requirements. The Healthy Start Lead grant is for the purpose of identifying children ages 0-6 and pregnant women who were exposed to lead from the contaminated water, assess their needs, and facilitate access to recommended services.

Discussion

HHS, HRSA has awarded grant funding to the Healthy Start Program, Genesee County Health Department. In addition to identification and assessment, Healthy Start staff will also coordinate access to appropriate medical, behavioral, and developmental screening, services, and supports for impacted women, children, and their families. **No county appropriation is needed.**

Floyd J. McCree Courts & Human Services Building ♦ 630 S. Saginaw Street, Ste. 4 ♦ Flint, Michigan 48502-1540

Burton Branch ♦ G-3373 S. Saginaw Street ♦ Burton, Michigan 48529

Main Phone 810-257-3612 ♦ Visit us at: www.gchd.us

APPLICATION TO ESTABLISH A POSITION

The application and required information must be submitted to Human Resources. Completed applications will be submitted by Human Resources to the Finance Committee for initial review. Incomplete applications will be returned to the submitting department.

Department: HEALTH

Title of position to be established: PUBLIC HEALTH DIRECTOR

What bargaining unit (if any) does this position belong to: 916-02

Is the departmental organization chart included that identifies the placement of the position? YES

If there are multiple similar positions, is each one identified in the organizational chart? YES

What is the contemplated source of funding? FEDERAL FUNDING

Healthy Start grant funding for the purpose of identifying children ages 0-6 and pregnant women who were exposed to lead from the contaminated water, assess their needs, and facilitate access to recommended services. No County appropriation required.

HUMAN RESOURCES WILL SECURE THE INFORMATION BELOW

Is current copy of job description included?

Controller's (or designee) initials to verify availability of the contemplated funding:

EMPLOYMENT REQUISITION

Date: 07.05.17

PH DIRECTOR

Vacant Position

Check One:

☒ Full Time ☐ Leave of Absence
☐ Part Time w/Benefits ☐ No Benefit Position

TBD

Position Number

N/A

Position Formerly Held By

07.05.17

Effective Date of Vacancy

Reason for Vacancy:

☐ Termination ☐ Leave of Absence
☐ Promotion ☒ New Position
☐ Death ☐ Transfer

Other: _____

Check all that apply:

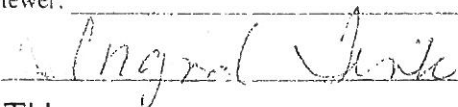
☒ Post as required by union contract or County policy

☒ Post to public simultaneously

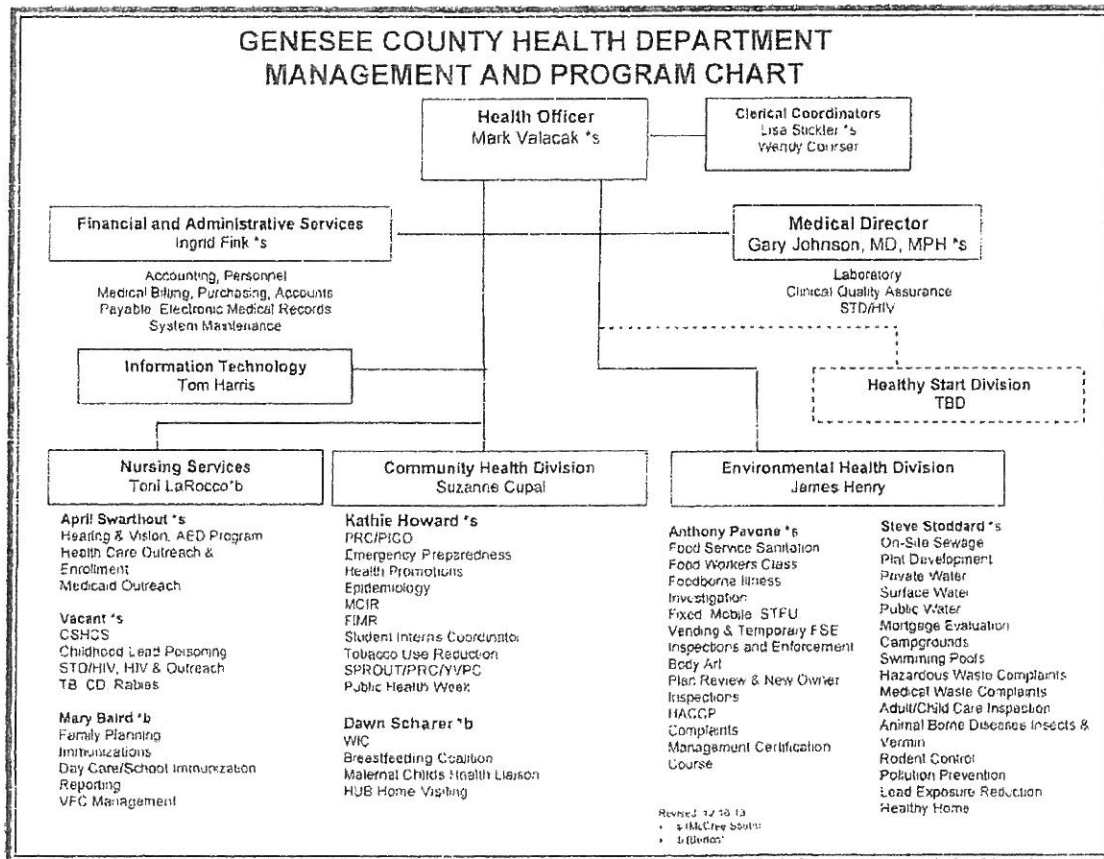
☐ Requesting ad to public be placed in additional publications (see attached listed with contact info.)

Individual designated to interview applicants: SUZANNE CUPAL

Phone number of interviewer: 768-7970

Authorized Signature: 

Department: HEALTH





GENESEE COUNTY
Department of Veterans Services

1101 BEACH STREET
FLINT, MICHIGAN 48502
PHONE: (810) 257-3068 ~ FAX: (810) 237-6172

Director: Jeanne C. Thick
Deputy Director: John Nelson

TO: Bryant Nolden, Chairperson
Governmental Operations Committee

FROM: Jeanne C. Thick, Director
Department of Veterans Services

RE: Travel permission

DATE: August 28, 2017

On July 30, 2017 the Governmental Operations Committee voted on a request from the Department of Veterans Services requesting travel expense for two employees to attend the Michigan Association of County Veterans Counselors Accreditation Conference in Bay City. We requested a total of \$350. The Governmental Operations Committee and the Board of Commission both approved the \$350. (Letter and resolution enclosed). We inadvertently forgot to add in the registration fee of \$55 per employee. I would like to ask for an additional \$110 for the two registration fees. **There will not be any cost to the county** because I do have the amount in my travel budget for this conference in 894/6820/6820/8000/1124.

Thank you in advance for your cooperation in this matter. If you have any questions, please feel free to give me a call.



GENESEE COUNTY
Department of Veterans Services

1101 BEACH STREET
FLINT, MICHIGAN 48502
PHONE: (810) 257-3068 ~ FAX: (810) 237-6172

Director: Jeanne C. Thick
Deputy Director: John Nelson

TO: Bryant Nolden, Chairperson
Governmental Operations

FROM: Jeanne C. Thick, Director
Department of Veterans Services

RE: Travel permission

DATE: July 24, 2017

The Department of Veterans Services would like to send two employees to the Michigan Association of County Veterans Counselors Fall Conference on September 14th and September 15, 2017. The conference will be held in Bay City, Michigan. The purpose of the conference is to renew the accreditation to file claims for veterans. Each year we need to have a specific amount of hours of training to renew our accreditation with the State.

The employees would spend one night in Bay City because the conference goes through Friday.

The total for the conference for two employees for travel, food and room, will not exceed \$350.00. **There will not be any cost to the county** because I do have the amount in my travel budget for this conference.

If you have any questions, please feel free to contact me.

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY
BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Veterans Services Director to authorize travel and overnight lodging for two employees to attend the Michigan Association of County Veterans Counselors Fall Conference in Bay City, Michigan, September 14 – 15, 2017, at a total cost not to exceed \$350.00, with no additional County appropriation required, is approved (a copy of the memorandum request dated July 24, 2017, being on file with the official records of the July 31, 2017, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G073117VIIF
BDM:bdm
07-31-17
08-07-G06

G06

894/6820/6820/8000/1124