



TUSCOLA COUNTY

Board of Commissioners

BOARD MEETING AGENDA

Thursday, February 26, 2026 - 8:00 AM

H. H. Purdy Building Board Room
125 W. Lincoln St, Caro, MI 48723

Public may participate in the meeting electronically:
(US) +1 929-276-1248 PIN:112 203 398#
Join by Hangouts Meet: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Vaughan
Prayer - Commissioner Vaughan
Pledge of Allegiance - Commissioner Barrios
Roll Call - Deputy Clerk Pisha

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Adoption of Agenda

Action on Previous Meeting Minutes

1. Action on Previous Meeting Minutes 6 - 14
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Brief Public Comment Period for Agenda Items Only

Consent Agenda

- [Committee of the Whole - 23 Feb 2026 - Minutes - Pdf](#) 15 - 18
1. Request for the Use of the Courthouse Lawn for the 36th Annual Caro Chamber of Commerce Cars & Crafts - Erica Dibble, Controller/Administrator
 2. Appointments to the Tuscola Behavioral Health Systems (TBHS) Board of Directors - Jodi Fetting, County Clerk
 3. Region VII Advisory Council Appointment - Jodi Fetting, County Clerk
 4. 2025 Emergency Management Performance Grant (EMPG) - Steve Anderson, Emergency Services Director/Interim Dispatch Co-Director 19 - 54

[2025 Emergency Management Performance Grant \(EMPG\) Agreement](#)

New Business

1. 8:00 AM Closed Session to be held Under Section 8(1)(c) for Strategy and Negotiation Sessions Connected with the Negotiation of a Collective Bargaining Agreement
2. Mosquito Abatement Department New Hire Request to Hire Josh McAleese - Larry Zapfe, Mosquito Abatement Director 55
[Mosquito New Hire](#)
3. Mosquito Millage Renewal Request - Larry Zapfe, Mosquito Abatement Director 56 - 58
[Mosquito 2026 Millage Presentation](#)
[Mosquito 2026 Millage Proposal](#)
4. Animal Control Vehicle Replacement - Erica Dibble, Controller/Administrator 59 - 62
[Animal Control 2025](#)
[Animal Control 2026](#)
5. 2026-03 Resolution Honoring Mary Montgomery

Old Business

1. Dispatch Potential Ballot Language - Steve Anderson, Emergency Services Director/Interim Co-Dispatch Director 63 - 64
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[Dispatch Proposed Millage Lanugage](#)
2. Amendment to Motion 2026-M-041 Regarding the Promotion of Vicki Crumby to a Full-Time Vacant Position in Register of Deeds Office - Erica Dibble, Controller/Administrator
3. Tuscola County Advisory Council on Aging Request for Funds for a Senior Dinner Dance - Erica Dibble, Controller/Administrator 65 - 70
[Senior Dinner Dance Request](#)
[Senior Dance Funding History](#)
[2025 Fund 297](#)
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4. Opening of Controller's Office Copier Bids - Mike Miller, Building/Grounds and Recycling Director 71
[Konica Minolta Copier Bid](#)
5. Discussion about Controller/Administrator Position - Erica Dibble, Controller/Administrator

Correspondence/Resolutions

1. What is Older Than Dirt - Mark Putnam, Columnist for the Tuscola County Advertiser 72 - 75
[2-18-2026 What is older Than Dirt II](#)
2. Indianfields Township Planning Commission Meeting 76 - 80
[Indianfields Township Planning Commission Meeting](#)
3. Fremont Township Public Hearing for Laser Marking Technologies 81 - 83
[Fremont Township Public Hearings 3.12.26 Laser Marking Technologies](#)
4. Michigan Association of Counties (MAC) Finance and General Government Committee Report 84 - 85
[Finance and General Government Committee Report 2.6.2026](#)

Commissioner Liaison Committee Reports

Bardwell

Behavioral Health Systems Board
Caro DDA/TIFA
Economic Development Corp/Brownfield Redevelopment
MAC 7th District
MAC Workers Comp Board
MAC Finance Committee
NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

Barrios

County Road Commission Liaison
Great Start Collaborative
Human Services Collaborative Council (HSCC)
MAC Agricultural/Tourism Committee
Parks and Recreation Commission
Saginaw Bay Coastal Initiative
Local Units of Government Activity Report

Vaughan

Board of Health
County Planning Commission
Economic Development Corp/Brownfield Redevelopment
MAC Environmental Regulatory
Mid-Michigan Mosquito Control Advisory Committee
NACo-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Lutz

Board of Health
Community Corrections Advisory Board
Department of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Human Development Commission Board of Directors Liaison
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Multi-County Recycling Committee
Local Units of Government Activity Report

Koch

Dispatch Authority Board
Genesee Shiawassee Thumb Works
Jail Planning Committee
MI Renewable Energy Coalition (MREC)
Recycling Advisory
Local Units of Government

Other Business as Necessary

Extended Public Comment

Adjournment

Note: If you need accommodations to attend this meeting, please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two (2) days in advance of the meeting.



MINUTES

Board of Commissioners

Meeting

8:00 AM - Thursday, February 12, 2026

H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723

Commissioner Vaughan called the regular meeting of the Board of Commissioners of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln Street, Caro, MI 48723, on Thursday, February 12, 2026, to order at 8:00 AM local time.

Prayer - Commissioner Koch

Pledge of Allegiance - Commissioner Vaughan

Roll Call - Clerk Fetting

Commissioners Present In-Person: Nancy Barrios, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: Commissioner Koch excused at 9:15 a.m., Commissioner Bardwell excused at 10:57 a.m.

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Erica Dibble, Steve Anderson, Mike Miller, Sheriff Ryan Robinson, Jim Tussey, Alisha Proctor, Jim McLoskey, Julie Walthers, Robin Neff, Debbie Engelhardt, Shannon Beach, Ted Hull, Russ Spiers, Carrie Tabar, Josh Herman, Connie Keinath, Nancy Cook, Robert Baxter, Gary Fini, Jamie Nisidis, Gregg Campbell, Tiffany Reynolds, Shelly Lutz

Also Present Virtual: Tracy Violet, Amanda Ertman, Amy Prill, Angie House, Debbie Babich, Treasurer Ashley Bennett, Bonnie Fackler, Brandon Bertram, Cody Horton, Echo Torrez, Eric Warsinskey, Estee Bitzer, Katie Robinson, Larry Zapfe, Steve Root, Barry Lapp, Kyle Nordstrom, Shannon Beach, Suzy Smith, Tim Green, Matthew Sexton, Jeff LeValley, Renee Francisco, Register Marianne Brandt, Mitch Davies, Scienna Nieschulz, Shelby Austin, Shelly Lutz, Sherri Billot, Tricia Sharp, Angie Daniels, Ashley Gaudett, Kandi Teddy, Tom McLane, Kristy Sutherland, Krystaria Skakle, Linda Strasz, Shannon Nelson, John Boggs, Laura Boyke-Hawes, Sally Minehart, Connie Keinath

At 8:15 a.m., there were a total of 36 participants attending the meeting virtually.

Adoption of Agenda

1. Adoption of Agenda -

2026-M-029

Motion by Matt Koch, seconded by Bill Lutz to adopt the agenda as amended. Motion Carried.

Action on Previous Meeting Minutes

- 1. Action on Previous Meeting Minutes -

2026-M-030

Motion by Bill Lutz, seconded by Matt Koch to adopt the meeting minutes from the January 29, 2026 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2026-M-031

Motion by Bill Lutz, seconded by Nancy Barrios that the Consent Agenda Minutes and Consent Agenda Items, with the list of seasonal employee names added to Item 1, from the February 9, 2026 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

- 1. 2026 Seasonal Employees Hire Request - Move to approve, per the recommendation from Larry Zapfe, Mosquito Abatement Director, the hiring of Mosquito Abatement 2026 Seasonal Employees pending a favorable background check, physical and drug screen.

Mike Sherman
Dennis Haley
John Adamczyk
Mike Emery
Rod Reid
Chance Snyder
Katie Knap

Kirk Bauer
Joe Benjamin
Lee Garnsey
Brandy Wynn
Jason Hall
Dan Sochocki
Mike Putnam

Rodney Spiers
Ron Turner
Richard Letts
Rick Domenick
Richard Myer
Jessica Dopp

- 2. Mosquito Abatement Purchase Request -

A. Move to approve the purchase of 6,325 gallons of Kontrol 4-4 adulticiding material from Veseries, Inc. at \$22.69 per gallon, for a total cost of \$143,514.25. This purchase was anticipated and budgeted for in the 2026 Mosquito Abatement Budget.

B. Move to approve the purchase of 12,800 lb. of BTI larviciding material from Valent BioScience, LLC at a contracted cost of \$1.286 per pound, for a total cost of \$16,460.80. This purchase was anticipated and budgeted for in the 2026 Mosquito Abatement Budget.

C. Move to approve the purchase of 2 new ULV truck foggers from Clarke, Inc. to replace 2 older worn-out units, for a total cost of \$37,948.00. This purchase was anticipated and budgeted for in the 2026 Mosquito Abatement Budget.

3. Medical Care Community Funds Transfer Request -

Move to approve the request from Robert Cody Rabideau, Chief Executive Officer, to transfer \$217,684.84 from Medical Care Millage Fund 298-000-001-000 to General Fund 291-000-001-000 for capital improvements. \$68,034.84 for phone system upgrade completed by vendor Fusion I.T. LLC and \$149,650.00 to replace the kitchen rooftop HVAC unit by vendor John E. Green.

New Business

1. Resolution 2026-01 Honoring Ted C. Hull -

2026-M-032

Motion by Bill Lutz, seconded by Matt Koch to approve and place on file the Resolution 2026-01 Honoring Ted C. Hull. Roll Call Vote.

Yes: Nancy Barrios, Thomas Bardwell, Kim Vaughan, Bill Lutz, and Matt Koch

Motion Carried.

2. Brownfield Redevelopment Authority (BRA) Review -

Jim Tussey, EDC Chair, provided an overview as to the need to reestablish the BRA in order to apply for grants. The meetings will be held on the same day as the Economic Development Commission (EDC) meetings. The EDC will manage any grants applied for and received.

Jodi Fetting, County Clerk, presented the proposed Board appointments that will have the same members of the EDC Board with an expiration date that mirrors the member's term on the EDC Board.

2026-M-033

Motion by Thomas Bardwell, seconded by Nancy Barrios to appoint members to the Brownfield Redevelopment Authority Board as follows:

- Jim Tussey, Joe Greene, Debbie Powell and Mike Pattullo to a 5-year term expiring December 31, 2030.
- Thomas Bardwell, Kim Vaughan, Jenna Titel and Damian Wasik to a 6-year term expiring December 31, 2031.
- Brian Neuville, Corey Guza and Brandon Lee to a 1-year term expiring December 31, 2026.

This will establish staggered terms in order to reestablish the Brownfield Redevelopment Authority Board and to align the term expiration dates to the board member's term on the Economic Development Commission (EDC) Board. Future appointments will be to a full term of 6-years.

Motion Carried.

Old Business

1. Controller/Administrator Discussion -

Erica Dibble, Controller/Administrator, presented two options regarding the restructuring of the Controller/Administrator's Office. Option #1 would split the position of Controller/Administrator into two positions and would have 4 staff members. Option #2 would retain the position of Controller/Administrator and would have 5 staff members. A breakdown of potential duties and expected budget impact was provided with each option.

The Board discussed the two options presented regarding the duties, the financial impact and the effect on the county and other departments. It was discussed whether the Board should allow the new person in the position of Controller/Administrator to assess the office and then make a recommendation as to the structure. The workload in the office was discussed as well as the need to have someone with a strong handle on the county finances in the office as that is the most important information for the Board in order to make decisions.

Controller/Administrator Dibble stated that staying on as a part-time Controller/Administrator is a short-time solution for her in order to assist in bridging the gap.

2026-M-034

Motion by Bill Lutz, seconded by Matt Koch to maintain the current combined Controller/Administrator position; to authorize immediate recruitment for the Controller/Administrator position, to approve the addition of an Accountant position and to authorize the recruitment for that position; and to approve the position changes outlined in Option Two (2) effective March 14, 2026.

Yes: Kim Vaughan, Bill Lutz, and Matt Koch

No: Nancy Barrios and Thomas Bardwell

Motion Carried.

Commissioner Vaughan stated that two public hearings will need to be held regarding transitioning the Road Commission Board from elected to non-elected in order to place the matter on an upcoming ballot.

Commissioner Koch excused at 9:15 a.m.

New Business - continued

1. Filling of Vacant Court Records Clerk II Position in the County Clerk's Office -
Jodi Fetting, County Clerk, presented a request to fill a vacant position within the Clerk's Office due to a retirement. Clerk Fetting also provided a breakdown of the number of services that have been provided since the beginning of the year in order outline the need to fill the position.

2026-M-035

Motion by Nancy Barrios, seconded by Bill Lutz to approve the hiring of Shelby Austin for the budgeted vacant Court Records Clerk II position in the County Clerk's Office at the Step 1 rate of pay of \$18.89 per hour contingent upon a satisfactory physical, drug screening and background check. The tentative start date is February 27, 2026. Motion Carried.

2. Parks and Recreation Commission Appointment -
Jodi Fetting, County Clerk, presented the request for appointment.

2026-M-036

Motion by Thomas Bardwell, seconded by Nancy Barrios to appoint Joseph Ewald to the Parks and Recreation Commission to a partial-term expiring December 31, 2028. Motion Carried.

3. Advertise Vacancy on the Planning Commission -
Jodi Fetting, County Clerk, presented the request to advertise for the open position due to the passing of Lonnie Kester. Clerk Fetting stated that Mr. Kester will be greatly missed on this Board.

2026-M-037

Motion by Bill Lutz, seconded by Nancy Barrios to approve the County Clerk to advertise for the vacant position on the Planning Commission due to the passing of Chairman Lonnie Kester. The Board would like to express their gratitude for Lonnie's dedicated service to the Planning Commission and to Tuscola County. Motion Carried.

4. Land Bank Authority Appointment -
Jodi Fetting, County Clerk, presented the request for appointment.

2026-M-038

Motion by Bill Lutz, seconded by Nancy Barrios to appoint Mark Ransford to the Land Bank Authority for a 3-year term beginning March 1, 2026. Motion Carried.

Recessed at 9:50 a.m.

Reconvened at 10:01 a.m. At 10:01 a.m., there were a total of 35 participants attending the meeting virtually.

5. Annual Vanderbilt Park Host Review -

Erica Dibble, Controller/Administrator, reported that the Vanderbilt Park Host contract is up for renewal and is seeking if the Board would like to renew or to terminate the current contract and post the position.

2026-M-039

Motion by Bill Lutz, seconded by Nancy Barrios to terminate the Contract for Park Management of Vanderbilt Park with Mark and Pam Shook with a 30-day written notice with an end date of March 14, 2026. Authorization to begin search for new park host is granted. Motion Carried.

Commissioner Bardwell excused at 10:57 a.m.

Old Business - continued

1. Stepping Up Resolution for Mental Health at the Jail -

2026-M-040

Motion by Nancy Barrios, seconded by Bill Lutz to approve and place on file Resolution 2026-02 for Stepping Up Resolution for Mental Health at the Jail.

Yes: Nancy Barrios, Kim Vaughan, and Bill Lutz

Absent: Thomas Bardwell and Matt Koch

Motion Carried.

2. Request to Promote Vicki Crumby to a Full-Time Vacant Position and Hire a Vacant Part-Time Person -

2026-M-041

Motion by Bill Lutz, seconded by Nancy Barrios to approve Register Marrienne Brandt to promote Vicki Crumby to a vacant full-time position due to a retirement in her office and advertise to fill the vacant part-time position, with an effective date of March 2, 2026. Motion Carried.

3. Update on Safety Measures at 6 Dangerous Intersections -

Erica Dibble, Controller/Administrator, reported that the solar lights have been received although under the current notice from the Road Commissioner is seeking guidance on whether the lights should be returned to the vendor. There is only a 30-day return window.

2026-M-042

Motion by Nancy Barrios, seconded by Bill Lutz to return the 12 flashing solar lights that have been received from Traffic Safety Store and to hold off on ordering the rumble strips for the 6 intersections. Motion Carried.

Commissioner Lutz reported that he spoke to an MDOT Representative regarding sign installation. He was told that the Road Commission has to complete any paperwork for any signs placed at an M-Road intersection and any lighted signs would need to be hard-wired to power.

- 4. Closed Session to be Held Under Section 8(1)(c) for Strategy and Negotiation Sessions Connected with the Negotiation of a Collective Bargaining Agreement -

2026-M-043

Motion by Nancy Barrios, seconded by Bill Lutz that the Board of Commissioners meet in closed session under Section 8(1)(c) for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement. The following individuals are allowed to attend this closed session : Erica Dibble, Shelly Lutz, Eean Lee, Jamie Nisidis of Braun Kendrick and Jodi Fetting at 10:01 a.m.

Yes: Nancy Barrios, Thomas Bardwell, Kim Vaughan, and Bill Lutz
 Absent: Matt Koch

Motion Carried.

Reconvened from Closed Session at 10:54 a.m.

At 10:54 a.m., there were a total of 31 participants attending the meeting virtually.

Correspondence/Resolutions

- 1. Kalkaska County Resolution 2026-03
- 2. St. Joseph County Resolution 01-2026

Commissioner Liaison Committee Reports

Koch
Absent

- Dispatch Authority Board
- Genesee Shiawassee Thumb Works
- Jail Planning Committee
- MI Renewable Energy Coalition (MREC)
- Recycling Advisory
- Local Units of Government

Barrios

County Road Commission Liaison

Great Start Collaborative

Tom Lounsberry recently competed in an archery competition as a fund-raiser for the group.

Human Services Collaborative Council (HSCC)

MAC Agricultural/Tourism Committee

Parks and Recreation Commission

Saginaw Bay Coastal Initiative

Local Units of Government Activity Report

- Village of Fairgrove is holding a fundraiser on February 28th for the Bean Festival.
- Fairgrove Township has been awarded a grant for an energy storage project.
- The Cass City Ambulance Authority is reorganizing.
- The Kingston Historical Society held a meeting.
- Local jurisdictions have attended an ice certification training.

Bardwell

Absent

Behavioral Health Systems Board

Caro DDA/TIFA

Economic Development Corp/Brownfield Redevelopment

MAC 7th District

MAC Workers Comp Board

MAC Finance Committee

NACo Rural Action Caucus (RAC)

Local Units of Government Activity Report

Vaughan

No Report

Board of Health

County Planning Commission

Economic Development Corp/Brownfield Redevelopment

MAC Environmental Regulatory

Mid-Michigan Mosquito Control Advisory Committee

NACo-Energy, Environment & Land Use
Parks and Recreation Commission
Tuscola County Fair Board Liaison
Local Units of Government Activity Report

Lutz

No Report

Board of Health
Community Corrections Advisory Board
Department of Human Services/Medical Care Facility Liaison
Genesee Shiawassee Thumb Works
Human Development Commission Board of Directors Liaison
Jail Planning Committee
Local Emergency Planning Committee (LEPC)
MAC Judiciary Committee
MEMS All Hazard
Multi-County Recycling Committee
Local Units of Government Activity Report

Other Business as Necessary

None

Extended Public Comment

Gregg Campbell attended the Road Commission meeting this morning. The 6 intersections were not discussed at this meeting. At the meeting, it was reported Bevens Road will be used as a detour route this upcoming construction season.

Adjournment

2026-M-044

Motion by Bill Lutz, seconded by Nancy Barrios to adjourn the meeting at 11:15 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, MCCO



MINUTES

Committee of the Whole Meeting

8:00 AM - Monday, February 23, 2026

H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723

Commissioner Vaughan called the regular meeting of the Committee of the Whole of the County of Tuscola, Michigan, held at the H.H. Purdy Building Board Room, 125 W. Lincoln St., Caro, MI 48723, on Monday, February 23, 2026, to order at 8:00 AM local time.

Roll Call - Clerk Fetting

Commissioners Present In-Person: Nancy Barrios, Thomas Bardwell, Kim Vaughan, Bill Lutz, Matt Koch

Commissioners Absent: None

Others Present In-Person: Clerk Jodi Fetting, Eean Lee, Erica Dibble, Steve Anderson, Mike Miller, Sheriff Ryan Robinson, Angie House

Also Present Virtual: Amanda Ertman, Treasurer Ashley Bennett, Kristy Sutherland, Matthew Sexton, Melanie Radabaugh, Connie Keinath, Shelly Lutz, Estee Bitzer, Billy Putman, Matthew Bierlein, Angie House, Cindy McKinney-Volz, Tanya Pisha, Register Marianne Brandt, Cody Horton, Laura Boyke-Hawes, Shannon Beach, Tom McLane, Bonnie Fackler, Tim Green, Brad Bourbina, Judge Nancy Thane, Kyle Nordstrom, Josh Herman, Carrie Tabar, Brandon Bertram, Shannon Nelson, Chad Tumblin, Brent Dankert, Barry Lapp, Jim Matuszak

At 8:07 a.m., there were a total of 21 participants attending the meeting virtually.

New Business

1. Request for the Use of the Courthouse Lawn for the 36th Annual Caro Chamber of Commerce Cars & Crafts -
Erica Dibble, Controller/Administrator, explained the request received from the Caro Chamber of Commerce. Matter to be placed on the Consent Agenda.
2. Appointments to the Tuscola Behavioral Health Systems (TBHS) Board of Directors -
Jodi Fetting, County Clerk, presented the request for the reappointment of Daniel Grimshaw, Kenneth Partridge and Karen Snider to the Board. Matter to be placed on the Consent Agenda.
3. Region VII Advisory Council Appointment -
Jodi Fetting, County Clerk, presented the request for appointment of Jackie (Jack) Campbell to the Council. Matter to be placed on the Consent Agenda.

4. Tuscola County Advisory Council on Aging Request for Funds for a Senior Dinner Dance -

Erica Dibble, Controller/Administrator, presented the request for \$2,500.00 for the Senior Dinner Dance. The Board authorized \$2,500.00 in 2025 and it was paid from the Senior Millage Fund. The Board would like a review of the Senior Millage Fund to determine if there is enough in the fund balance to support the request. Matter to be placed on Thursday's Agenda.

5. Opening of Controller's Office Copier Bids -

Mike Miller, Building/Grounds and Recycling Director, opened the bids received.

1. Marco, Dearborn, Michigan - Konica Minolta C361 - Purchase \$3,851.07; 60-Month Lease \$77.79/month and Supply Contract \$36.10/month.
2. JTF Business Systems, Springfield, Virginia - Xerox Altraline - Purchase \$12,595.00; 60-Month Lease \$225.00/month.
3. Toshiba Business Solutions, Troy, Michigan - a. Toshiba E Studio 331AC - Lease \$92.73/month or Purchase \$3,125.88 and a Service Fee of \$22.22/month. b. Lexmark C4342 - Lease \$111.44/month or Purchase \$3,490.91 and a Service Fee of \$22.22/month.
4. Applied Innovations, Southfield, Michigan - Ricoh IMC 3510 - 63-Month Lease. \$142.09/month or Purchase \$6,458.78 with a Maintenance Agreement of \$18.40/month.
5. Gary Gal, Bloomfield, Michigan - Konica Minolta C361i - Purchase \$4,074.41; 36-Month Lease - \$152.02/month; 48-Month Lease - \$119.91/month; State of Michigan Lease Rate 48-Month - \$108.78/month or 60-Month - \$90.04/month.
6. Visual Edge IT, Saginaw, Michigan - 63-Month Lease \$178.27/month; Dollar Buyout Monthly Cost \$191.64; Purchase \$6,525.00; Maintenance Fee \$35.11/month.
7. Galaxy Office Machines, Caro, Michigan - Ricoh Aficio IMC 3510 - Retail \$20,595.00; Government Price - \$8,895.00; 60-Month Lease \$199.00/month; Service Contract of \$0.01/copy for Black and White and \$0.06/copy for Color billed quarterly.
8. Innovation Office Technology Group, Livonia, Michigan - a. Sharp DP70C36 - 60-Month Lease \$242.08/month; 48-Month Lease \$292.72/month; 39-Month Lease \$337.18/month; Purchase \$12,351.00; Service Contract \$16.65/month b. Sharp MX3571 - 60-Month Lease \$135.00; 48-Month Lease \$163.00; 39-Month Lease \$187.50; Purchase \$6,299.00; Service Contract \$16.65/month.

Director Miller to review the bids received with assistance from Eean Lee with a recommendation to be brought back to the Board. There were specifications for the copier included in the RFP. Matter to be placed on Thursday's agenda.

6. Review of Proposed Lease for the Michigan State Police (MSP) Building -
Mike Miller, Buildings/Grounds and Recycling Director, reviewed the proposed lease as the rental rates have been agreed upon although MSP would like to have new carpet installed. The State would pay for the cost and Director Miller would be the project manager. The lease has been reviewed by legal counsel although there is language that legal counsel has concern about regarding the State having the authority to purchase the building after 1-year with no negotiation option by the county. The proposed lease is a 10-year lease with two 5-year extensions allowed. The Board would like legal counsel to review the proposed lease as the county would like to have a negotiation option in the event the county is not interested in selling the building to the State.
7. 2025 Emergency Management Performance Grant (EMPG) -
Steve Anderson, Emergency Services Director/Interim Dispatch Co-Director, presented the proposed grant agreement in amount of \$10,500.00. Matter to be placed on the Consent Agenda.
8. Justice AV Solutions (JAVS) Quote for Circuit Court -
Eean Lee, Chief Information Officer, explained the need to replace the viewing screens used by jurors currently. The Board would like grant opportunities researched as a funding source. Matter to be brought back to the Board when more information has been gathered for regarding funding of the project.

Old Business

1. Amendment to Motion 2026-M-041 Regarding the Promotion of Vicki Crumby to a Full-Time Vacant Position in Register of Deeds Office -
Erica Dibble, Controller/Administrator, explained the previous motion did not include the title, the step level or the hourly rate of pay and will need to be amended to include that information. Matter to be placed on Thursday's agenda.

Finance/Technology

Primary Finance/Technology

None

On-Going and Other Finance

None

On-Going and Other Technology

Eean Lee, Chief Information Officer, presented on the growth and need for Data Center expansion. He also presented on potential concerns for communities. The advancement of AI was also discussed. Both of these topics will continue to be discussed as more information is learned about them.

Building and Grounds

Primary Building and Grounds

None

On-Going and Other Building and Grounds

None

Personnel

Primary Personnel

None

On-Going and Other Personnel

None

Other Business as Necessary

None

Public Comment Period

None

Adjournment

Motion by Bill Lutz, seconded by Nancy Barrios to adjourn the meeting at 9:26 a.m.
Motion Carried.

Jodi Fetting
Tuscola County Clerk, MCCO



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

February 17, 2026

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2025 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed **Subrecipient Checklist** to our office via email:

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

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2025 EMPG Grant Agreement.

Some articles included in the federal award letter have been deemed unenforceable. The document titled "Agreement Articles Applicable to Subrecipients Fiscal Year 2025 Emergency Management Performance Grants" includes all articles from the original award letter. Please see the reservation of rights letter from the State of Michigan, Department of State Police found on PDF page (pg.) 37 that outlines the articles of agreement that are no longer valid. Please also see court order case: 6:25-cv-02053-AP Document 55, found on PDF pg. 38 as supporting documentation.

This grant agreement and all required attachments must be completed, signed, and returned **no later than April 18, 2026**. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Kevin Sweeney, Captain
Commander
Emergency Management and Homeland Security Division

SUBRECIPIENT CHECKLIST

FY 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) GRANT AGREEMENT

CFDA No: 97.042

Email the following items to: LounsberryP@michigan.gov

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

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

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits an audit copy by email to: MSP-EMHSD-Audit@michigan.gov.**

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

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME County of Tuscola	GRANT NAME Emergency Management Performance Grants	ASSISTANCE LISTING 97.042
SUBRECIPIENT IRS/VENDOR NUMBER 38-6004893	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) EMC-2025-EP-05001	FEDERAL AWARD DATE 9/26/2025
SUBRECIPIENT UEI DJPRRMAUYXA7	SUBAWARD FROM TO PERFORMANCE PERIOD 10/1/2024 9/30/2025 BUDGET PERIOD 10/1/2024 9/30/2025	
RESEARCH & DEVELOPMENT N/A	Funding	Total
	Federal Funds Obligated by this Action	\$10,590
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$10,590
	Total Amount of Federal Award Committed	\$10,590

FEDERAL AWARD PROJECT DESCRIPTION

2025 Emergency Management Performance Grants (EMPG)

DETAILS

The 2025 EMPG allocation is 8.498% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.

FEDERAL AWARDOING AGENCY

Federal Emergency Management Agency - GPD
400 C Street, SW, 3rd floor
Washington, DC 20472-3645

PASS-THROUGH ENTITY (RECIPIENT) NAME

Michigan State Police
Emergency Management and
Homeland Security Division
PO Box 30634
Lansing, MI 48909

State of Michigan Fiscal Year 2025 Emergency Management Performance Grant Grant Agreement

October 1, 2024 to September 30, 2025

Assistance Listing: 97.042 Grant Number: EMC-2025-EP-05001

This Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF TUSCOLA
(hereinafter called the Subrecipient)

I. Purpose

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

The FY 2025 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 2025 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2025 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2025 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2025 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. 90448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 & 1101.

The Subrecipient agrees to comply with all FY 2025 EMPG program requirements in accordance with the FY 2025 EMPG NOFO, and the FY 2025 FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2025 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2025 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

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

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

III. Award Amount and Restrictions

- A. The **County of Tuscola** is awarded **\$10,590** or **8.498%** of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2025 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager is less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for EMPG form (EMHSD-17).
- B. The FY 2025 EMPG covers eligible costs from October 1, 2024, to September 30, 2025. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager.** Up to five percent of the total allocation may be utilized for other allowable organization costs after all payroll costs for the grant award year have been reimbursed. No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2025 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The FEMA administers cost sharing requirements in accordance with 2 C.F.R. § 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 2025 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook (EMD-PUB 208) and work agreement. The FY 2025 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.

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

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

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2025 EMPG NOFO; the FEMA FY 2025 Preparedness Grants Manual; the FY 2025 EMPG *Agreement Articles Applicable to Subrecipients*, included with the grant agreement package for reference; and the EMPG Guidebook.
- C. The subrecipient shall not use FY 2025 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification;
 - 2. Standard Assurances;
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
 - 4. Audit Certification (EMD-053);
 - 5. Request for Taxpayer Identification Number and Certification (W-9);
 - 6. Other documents that may be required by federal or state officials.
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Reporting Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan. This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2024 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., 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 audits.
 - 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 that expend \$1,000,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 C.F.R., Part 200, Subpart F.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with

these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS General Acknowledgements and Assurances on page 1.

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

V. Responsibilities of the Recipient

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

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

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2025 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2025 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

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

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

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2024, to September 30, 2025. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

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

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

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

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

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act

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

XV. Official Certification

For the Subrecipient

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

Subrecipient Name

Subrecipient UEI

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

Date

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

Capt. Kevin Sweeney

Printed Name

Commander, Emergency Management
and Homeland Security Division

Title



Signature

February 12, 2026

Date



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

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

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



STANDARD ASSURANCES

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

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

Signature

Date



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

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

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

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

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend \$1,000,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Agreement Articles Applicable to Subrecipients

Fiscal Year 2025 Emergency Management Performance Grants

Unless specifically stated otherwise, all requirements that apply to grant recipients also apply to subrecipients. Subrecipients are expected to comply with the same rules, regulations, and obligations as recipients.

Article 1. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications.

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable.

Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2. General Acknowledgment and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2

C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

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

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

Article 3. Acknowledgement of Federal Funding from DHS

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

Article 4. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 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 6. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), 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.

Article 7. Best Practices for Collection and Use of Personally Identifiable Information

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

Article 8. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

(3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 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. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) 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, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

1. All recipients, subrecipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - a. They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - i. sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - ii. maintaining such information; or
 - iii. exchanging such information with any other Federal, State, or local government entity;
 - b. They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - c. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - d. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - e. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
2. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
3. The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the DHS may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12. Copyright

Recipients and subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13. Debarment and Suspension

Recipients and subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R., Part 180 as implemented by DHS at 2 C.F.R., Part 3000. These regulations prohibit recipients from entering into covered transactions (such as 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 14. Drug-Free Workplace Regulations

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

Article 15. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients and subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 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. The DHS implementing regulations are codified at 6 C.F.R., Part 17. Recipients and subrecipients of a federal award from the FEMA must also comply with FEMA's implementing regulations at 44 C.F.R., Part 19.

Article 17. Energy Policy and Conservation Act

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

Article 18. Equal Treatment of 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. Recipients and subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R., Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article 19. Anti-Discrimination

Recipients and subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) The DHS reserves the right to suspend payments in whole or in part and/or terminate financial

assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20. False Claims Act and Program Fraud Civil Remedies

Recipients and subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C.

§§ 3729- 3733, which prohibit 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 21. Federal Debt Status

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

Article 22. Federal Leadership on Reducing Text Messaging while Driving

Recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23. Fly America Act of 1974

Recipients and subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) 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 24. Hotel and Motel Fire Safety Act of 1990

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

Article 25. John S. McCain National Defense Authorization Act of Fiscal Year 2019

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

Article 26. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients and subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency 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-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27. Lobbying Prohibitions

Recipients and subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R., Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R., Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R., Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R., Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28. National Environmental Policy Act

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

Article 29. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

Recipient and subrecipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. Definition. “Covered institutions” means recipient research institutions receiving federal RR&D science and engineering support “in excess of \$50 million per year.”

Article 30. Non-Supplanting Requirement

Recipients and subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients and subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32. Patents and Intellectual Property Rights

Recipients and subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R., Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R., Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35. Rehabilitation Act of 1973

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

Article 36. Reporting Recipient Integrity and Performance Matters

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

Article 37. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients and subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R., Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient

and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39. SAFECOM

Recipients and subrecipients receiving federal 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. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | Cybersecurity and Infrastructure Agency (CISA).

Article 40. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R., Part 25, Appendix A, the full text of which is incorporated reference.

Article 42. Termination of a Federal Award

1. By DHS. The DHS may terminate a federal award, in whole or in part, for the following reasons:
 - a. If the recipient fails to comply with the terms and conditions of the federal award;
 - b. With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - c. Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
2. By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
3. Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
4. Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Article 43. Terrorist Financing

Recipients and subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients and subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients and subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients and subrecipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48. Environmental Planning and Historic Preservation (EHP) Review

Department of Homeland Security (DHS)/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. The DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the NEPA; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. The DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. Executive Order 11988, Floodplain Management, and Executive Order 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. Federal Emergency Management Agency's (FEMA's) regulations at 44 C.F.R., Part 9 implement the Executive Orders and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49. Applicability of DHS Standard Terms and Conditions to Tribal Nations

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

its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R., section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R., section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R., section 200.313(e).

Article 52. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R., section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R., section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R., section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53. Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R., section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial

recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial

recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity.

ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the DHS or the Department of Justice has designated as a sanctuary jurisdiction. If the DHS or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the DHS or Department of Justice removes that designation. b. The DHS designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the DHS, that the local government will comply with the following requirements related to coordination and cooperation with the DHS and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it

lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the DHS's decision to make this grant award and DHS may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 57. Non-Applicability of Specific Terms and Agreement Articles

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 58. Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 59. Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. FEMA, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 60. Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the NOFO that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the NOFO for the terms governing award termination.

Article 61. Period of Performance and Budget Period

Notwithstanding language in the Obligor Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025; to September 30, 2026. The Period of Performance and Budget Period stated in the Obligor Document shall not apply.

Article 62. Funding Hold: Verification of State's Population

The FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award.

To release the funding hold, the State Administrative Agency must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States.

The FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 63. Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.

In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: # Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 1. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 2. The "Communication and Cooperation with the DHS and Immigration Officials" Agreement Article. 3. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 4. The "Compliance with Federal Immigration Law" Agreement Article. 5. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 6. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Article 64. Amended Period of Performance and Budget Period Pursuant to State of , et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.

Article 65. Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Larry Zapfe, Director

To: Tuscola County Board of Commissioners and County
Controller/Administrator Erica Dibble.

From: Larry Zapfe, Director

Date: February 26, 2026

Re: Respectfully, request to hire Josh McAleese as a seasonal field technician
for the 2026 mosquito season, pending the results of a background check and
physical.

Thank you for your time and consideration.

Larry Zapfe, Director



Tuscola County Mosquito Abatement 2026-2031 Millage Renewal

Current Services and Future

The average cost to each taxpayer.

- Just one residential mosquito control yard treatment provided by a private pest control company costs between \$100 - \$300 dollars.
- The average cost to each taxpayer in Tuscola County for mosquito control is between \$30 - \$80 dollars a year.
- Tuscola County remains only 1 out of 4 mosquito control districts in the entire state of Michigan. Established in 1997, this millage funded program provides an affordable solution to protecting public health and control of mosquito populations.

Services provided each year:

1. Four residential adulticiding yard treatments a year for residents who request them.
2. Treatment of standing water throughout the county. This includes campgrounds, churches, golf courses, parks, sewage lagoons and residential properties upon request.
3. County wide roadside truck fogging program.
4. County wide roadside ditch treatment program.
5. Treatment of catch basins in cities and villages.
6. Tire recycling program in conjunction with Tuscola County Recycling Center.
7. Lab services regarding the detection of mosquito borne diseases through in-house testing and through the Michigan Department of Health and Human services.
8. Supply information on mosquito borne diseases, types of species and population count to the Michigan Department of Health and Human

Services, CDC, Michigan Mosquito Control Association and the American Mosquito Control Associations.

9. Representation in the Michigan Mosquito Control Association and the American Mosquito Control Association.

Future to do list:

- Increase and improve mosquito treatments with GIS technology.
- Create a media communication outlet to inform residents of current and past mosquito treatments in their townships.
- Continue a Community Outreach and Education Program.
- Replace Microsoft Access system.
- Explore drone technology in relationship to surveillance and treatments.
- Continue to replace aging equipment.
- Replace roof of the office building.



TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive
Caro, Michigan 48723-9291
989-672-3748 Phone ~ 989-672-3724 Fax
Larry Zapfe, Director

To: Tuscola County Board of Commissioners and County
Controller/Administrator Erica Dibble.

From: Larry Zapfe, Director

Date: February 26, 2026

Re: Respectfully, request the language below regarding the Tuscola County Mosquito Control and Abatement Renewal Proposal be approved and placed on the August 2026 ballot. Also, provide a brief millage presentation and department update.

Thank you for your time and consideration.

TUSCOLA COUNTY MOSQUITO CONTROL AND ABATEMENT RENEWAL PROPOSAL

Shall the previous voted increase in the tax limitation imposed under Article IX, Section 6, of the Michigan Constitution on general ad valorem taxes within Tuscola County, Michigan, be renewed at .6316 mills (\$.6316 for each \$1,000 of taxable value) for a period of six (6) years from 2026 to 2031, inclusive, to finance the control and abatement of mosquitoes in Tuscola County? If approved and levied in its entirety, this millage raises an estimated \$1,514,134 in the first calendar year after its approval. All revenue will be disbursed only to Tuscola County and shall be exclusively used for mosquito control and abatement services to properties within Tuscola County. This is a renewal of a previously voter-approved authorization that will expire before the effective date of this authorization.

August 2026 Ballot

PERIOD ENDING 12/31/2025

GL NUMBER	DESCRIPTION	2025		YTD BALANCE 12/31/2025 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/25 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2025 AMENDED BUDGET			BALANCE NORM (ABNORM)		
Fund 239 - ANIMAL SHELTER								
Revenues								
Dept 100 - CONTROL								
239-100-490.000	DOG LICENSES	110,000.00	83,748.00	71,021.00	4,455.00	12,727.00		84.80
239-100-640.000	ANIMAL BOARDING	1,800.00	2,098.00	2,098.00	108.00	0.00		100.00
239-100-643.000	ADOPTIONS	8,000.00	18,249.00	19,654.00	2,010.00	(1,405.00)		107.70
239-100-644.000	DELINQUENT FEES	2,000.00	2,000.00	1,380.00	60.00	620.00		69.00
239-100-649.000	PICK UP/RECLAIM FEE	2,000.00	2,136.00	2,136.00	35.00	0.00		100.00
239-100-650.000	SURRENDER FEE	400.00	1,070.00	1,120.00	200.00	(50.00)		104.67
239-100-651.000	EUTH/DISPOSAL	550.00	550.00	390.00	65.00	160.00		70.91
239-100-657.100	DOG ORDINANCE FINES	7,000.00	7,000.00	4,000.00	100.00	3,000.00		57.14
239-100-660.000	MRRMA MEMBERSHIP CREDIT	0.00	1,031.00	1,030.27	0.00	0.73		99.93
239-100-665.000	INTEREST EARNINGS	50.00	50.00	0.00	0.00	50.00		0.00
239-100-674.000	DONATIONS/FUNDRAISERS	20,000.00	20,000.00	17,805.48	2,306.00	2,194.52		89.03
239-100-676.000	REIMBURSEMENTS	1,000.00	1,000.00	958.00	84.00	42.00		95.80
239-100-677.000	REIMBURSEMENTS RESTITUTIONS	3,000.00	3,000.00	2,328.50	215.00	671.50		77.62
239-100-699.101	TRANS IN GENERAL FUND	264,000.00	264,000.00	264,000.00	0.00	0.00		100.00
Total Dept 100 - CONTROL		419,800.00	405,932.00	387,921.25	9,638.00	18,010.75		95.56
TOTAL REVENUES		419,800.00	405,932.00	387,921.25	9,638.00	18,010.75		95.56
Expenditures								
Dept 100 - CONTROL								
239-100-703.000	SALARIES SUPERVISION	62,667.00	62,667.00	64,232.56	7,046.50	(1,565.56)		102.50
239-100-704.000	SALARIES PERMANENT	131,109.00	116,109.00	114,253.39	9,340.64	1,855.61		98.40
239-100-704.030	DISABILITY	1,219.00	1,393.50	1,393.50	94.54	0.00		100.00
239-100-704.040	UNUSED SICK TIME PAYOUT	1,000.00	1,000.00	1,510.08	1,510.08	(510.08)		151.01
239-100-705.000	SALARIES PT TEMP	53,108.00	36,556.00	12,965.74	5,004.88	23,590.26		35.47
239-100-706.000	SALARIES OVERTIME	5,000.00	9,800.00	10,220.00	1,319.04	(420.00)		104.29
239-100-710.000	WORKERS COMPENSATION	3,953.00	4,028.15	4,028.15	323.16	0.00		100.00
239-100-711.000	HEALTH & DENTAL INSURANCE	81,639.00	72,939.00	73,596.23	4,605.42	(657.23)		100.90
239-100-715.000	F.I.C.A.	14,824.00	14,824.00	15,301.84	1,830.31	(477.84)		103.22
239-100-717.000	LIFE INSURANCE	81.00	101.70	101.70	6.78	0.00		100.00
239-100-718.000	RETIREMENT	9,231.00	9,231.00	9,226.84	591.66	4.16		99.95
239-100-718.100	POB IN LIEU OF RETIREMENT	10,828.00	10,828.00	10,104.48	676.83	723.52		93.32
239-100-727.000	SUPPLIES, PRINTING & POSTAGE	3,000.00	4,000.00	4,894.11	1,114.56	(894.11)		122.35
239-100-727.021	PROMOTIONAL ITEMS	600.00	900.00	750.36	0.00	149.64		83.37
239-100-746.000	UNIFORMS & ACCESSORIES	1,000.00	1,353.43	1,437.40	243.58	(83.97)		106.20
239-100-747.000	GASOLINE	6,000.00	5,000.00	6,070.75	2,012.32	(1,070.75)		121.42
239-100-776.000	JANITORIAL SUPPLIES	2,500.00	2,072.03	2,078.00	5.97	(5.97)		100.29
239-100-797.000	ANIMAL FOOD/SUPPLIES	2,500.00	4,269.92	4,440.65	588.43	(170.73)		104.00
239-100-851.000	PHONE	450.00	450.00	375.83	36.72	74.17		83.52
239-100-851.010	CELLULAR PHONE	1,142.00	1,455.72	1,455.72	132.00	0.00		100.00
239-100-878.000	ANIMAL DISPOSAL	500.00	1,005.00	1,105.00	650.00	(100.00)		109.95
239-100-879.000	VETERINARIAN SERVICES	20,000.00	25,469.29	26,988.64	2,920.35	(1,519.35)		105.97
239-100-910.000	INSURANCE & BONDS	3,000.00	3,000.00	2,964.42	0.00	35.58		98.81
239-100-932.000	EQUIPMENT REPAIR & MAINTANCE	2,500.00	2,500.00	1,885.30	0.00	614.70		75.41
239-100-980.000	EQUIPMENT	500.00	537.09	537.09	0.00	0.00		100.00
239-100-990.000	LEASE PAYMENTS	1,200.00	1,200.00	900.00	0.00	300.00		75.00
Total Dept 100 - CONTROL		419,551.00	392,689.83	372,817.78	40,053.77	19,872.05		94.94
TOTAL EXPENDITURES		419,551.00	392,689.83	372,817.78	40,053.77	19,872.05		94.94

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PERIOD ENDING 12/31/2025

GL NUMBER	DESCRIPTION	2025		YTD BALANCE 12/31/2025 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/25 INCR (DECR)	AVAILABLE BALANCE		% BDGT USED
		ORIGINAL BUDGET	2025 AMENDED BUDGET			NORM	(ABNORM)	
Fund 239 - ANIMAL SHELTER								
Fund 239 - ANIMAL SHELTER:								
	TOTAL REVENUES	419,800.00	405,932.00	387,921.25	9,638.00	18,010.75		95.56
	TOTAL EXPENDITURES	419,551.00	392,689.83	372,817.78	40,053.77	19,872.05		94.94
	NET OF REVENUES & EXPENDITURES	249.00	13,242.17	15,103.47	(30,415.77)	(1,861.30)		114.06
	BEG. FUND BALANCE	(0.95)	(0.95)	(0.95)				
	END FUND BALANCE	248.05	13,241.22	15,102.52				
				2025 Ending Fund Balance				
				\$15,102.52				

PERIOD ENDING 02/28/2026

GL NUMBER	DESCRIPTION	2026		YTD BALANCE 02/28/2026 NORM (ABNORM)	ACTIVITY FOR MONTH 02/28/26 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2026 AMENDED BUDGET			BALANCE NORM (ABNORM)		
Fund 239 - ANIMAL SHELTER								
Revenues								
Dept 100 - CONTROL								
239-100-490.000	DOG LICENSES	100,000.00	100,000.00	11,517.25	5,566.00	88,482.75		11.52
239-100-640.000	ANIMAL BOARDING	2,000.00	2,000.00	96.00	144.00	1,904.00		4.80
239-100-643.000	ADOPTIONS	16,000.00	16,000.00	3,160.00	1,860.00	12,840.00		19.75
239-100-644.000	DELINQUENT FEES	1,500.00	1,500.00	320.00	60.00	1,180.00		21.33
239-100-649.000	PICK UP/RECLAIM FEE	2,000.00	2,000.00	140.00	35.00	1,860.00		7.00
239-100-650.000	SURRENDER FEE	1,000.00	1,000.00	450.00	350.00	550.00		45.00
239-100-651.000	EUTH/DISPOSAL	300.00	300.00	0.00	0.00	300.00		0.00
239-100-657.100	DOG ORDINANCE FINES	5,000.00	5,000.00	350.00	175.00	4,650.00		7.00
239-100-665.000	INTEREST EARNINGS	50.00	50.00	0.00	0.00	50.00		0.00
239-100-674.000	DONATIONS/FUNDRAISERS	20,000.00	20,000.00	1,287.00	1,002.00	18,713.00		6.44
239-100-674.010	INSURANCE CLAIMS	0.00	17,200.00	17,200.00	17,200.00	0.00		100.00
239-100-676.000	REIMBURSEMENTS	1,000.00	1,000.00	234.50	134.00	765.50		23.45
239-100-677.000	REIMBURSEMENTS RESTITUTIONS	3,000.00	3,000.00	277.00	0.00	2,723.00		9.23
239-100-699.101	TRANS IN GENERAL FUND	224,000.00	224,000.00	56,000.00	0.00	168,000.00		25.00
Total Dept 100 - CONTROL		375,850.00	393,050.00	91,031.75	26,526.00	302,018.25		23.16
TOTAL REVENUES		375,850.00	393,050.00	91,031.75	26,526.00	302,018.25		23.16
Expenditures								
Dept 100 - CONTROL								
239-100-703.000	SALARIES SUPERVISION	65,432.00	65,432.00	8,053.04	5,033.18	57,378.96		12.31
239-100-704.000	SALARIES PERMANENT	93,386.00	93,386.00	10,590.65	6,587.29	82,795.35		11.34
239-100-704.030	DISABILITY	1,135.00	1,135.00	189.08	94.54	945.92		16.66
239-100-704.040	UNUSED SICK TIME PAYOUT	1,000.00	1,000.00	0.00	0.00	1,000.00		0.00
239-100-705.000	SALARIES PT TEMP	53,274.00	53,274.00	5,155.58	2,889.09	48,118.42		9.68
239-100-706.000	SALARIES OVERTIME	5,000.00	5,000.00	1,431.10	906.09	3,568.90		28.62
239-100-710.000	WORKERS COMPENSATION	4,242.00	4,242.00	665.86	308.31	3,576.14		15.70
239-100-711.000	HEALTH & DENTAL INSURANCE	60,350.00	60,350.00	1,918.59	0.00	58,431.41		3.18
239-100-715.000	F.I.C.A.	16,225.00	16,225.00	1,925.86	1,176.66	14,299.14		11.87
239-100-717.000	LIFE INSURANCE	82.00	82.00	13.56	6.78	68.44		16.54
239-100-718.000	RETIREMENT	7,459.00	7,459.00	1,179.98	590.31	6,279.02		15.82
239-100-718.100	POB IN LIEU OF RETIREMENT	8,741.00	8,741.00	1,469.28	732.54	7,271.72		16.81
239-100-727.000	SUPPLIES, PRINTING & POSTAGE	3,000.00	3,000.00	291.56	46.57	2,708.44		9.72
239-100-727.021	PROMOTIONAL ITEMS	600.00	600.00	0.00	0.00	600.00		0.00
239-100-746.000	UNIFORMS & ACCESSORIES	1,000.00	1,000.00	0.00	0.00	1,000.00		0.00
239-100-747.000	GASOLINE	5,000.00	5,000.00	465.66	0.00	4,534.34		9.31
239-100-776.000	JANITORIAL SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00		0.00
239-100-797.000	ANIMAL FOOD/SUPPLIES	3,500.00	3,500.00	0.00	0.00	3,500.00		0.00
239-100-851.000	PHONE	450.00	450.00	73.37	36.65	376.63		16.30
239-100-851.010	CELLULAR PHONE	1,142.00	1,142.00	264.00	132.00	878.00		23.12
239-100-878.000	ANIMAL DISPOSAL	500.00	500.00	0.00	0.00	500.00		0.00
239-100-879.000	VETERINARIAN SERVICES	23,000.00	23,000.00	2,884.01	1,738.59	20,115.99		12.54
239-100-910.000	INSURANCE & BONDS	3,000.00	3,000.00	0.00	0.00	3,000.00		0.00
239-100-932.000	EQUIPMENT REPAIR & MAINTANCE	2,500.00	2,500.00	1,348.74	1,348.74	1,151.26		53.95
239-100-980.000	EQUIPMENT	500.00	500.00	0.00	0.00	500.00		0.00
Total Dept 100 - CONTROL		363,018.00	363,018.00	37,919.92	21,627.34	325,098.08		10.45
TOTAL EXPENDITURES		363,018.00	363,018.00	37,919.92	21,627.34	325,098.08		10.45

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PERIOD ENDING 02/28/2026

GL NUMBER	DESCRIPTION	2026	2026	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	02/28/2026 NORM (ABNORM)	MONTH 02/28/26 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 239 - ANIMAL SHELTER							
Fund 239 - ANIMAL SHELTER:							
	TOTAL REVENUES	375,850.00	393,050.00	91,031.75	26,526.00	302,018.25	23.16
	TOTAL EXPENDITURES	363,018.00	363,018.00	37,919.92	21,627.34	325,098.08	10.45
	NET OF REVENUES & EXPENDITURES	12,832.00	30,032.00	53,111.83	4,898.66	(23,079.83)	176.85
	BEG. FUND BALANCE	(0.95)	(0.95)	(0.95)			
	NET OF REVENUES/EXPENDITURES - 2025			15,103.47		15,103.47	
	END FUND BALANCE	12,831.05	30,031.05	68,214.35			
			Includes funds from Insurance Claim of \$17,200				
			+2025 Ending Fund Balance \$15,102.25				
			= \$45,133.30 Fund Balance				

Taxable Value Examples for New 911 Millage

Millage Amount: **0.3500**

Taxable Value	Estimated Annual Cost
\$20,000	\$7.00
\$40,000	\$14.00
\$60,000	\$21.00
\$80,000	\$28.00
\$100,000	\$35.00
\$120,000	\$42.00
\$140,000	\$49.00
\$160,000	\$56.00
\$180,000	\$63.00
\$200,000	\$70.00

Millage Amount: **0.4000**

Taxable Value	Estimated Annual Cost
\$20,000	\$8.00
\$40,000	\$16.00
\$60,000	\$24.00
\$80,000	\$32.00
\$100,000	\$40.00
\$120,000	\$48.00
\$140,000	\$56.00
\$160,000	\$64.00
\$180,000	\$72.00
\$200,000	\$80.00

Millage Amount: **0.4500**

Taxable Value	Estimated Annual Cost
\$20,000	\$9.00
\$40,000	\$18.00
\$60,000	\$27.00
\$80,000	\$36.00
\$100,000	\$45.00
\$120,000	\$54.00
\$140,000	\$63.00
\$160,000	\$72.00
\$180,000	\$81.00
\$200,000	\$90.00

Specific Formula to estimate annual cost

****Taxable Value/1,000 x millage = Estimated Annual Cost**

**this formula requires use of the taxable value, NOT the assessed value.

*2026 Estimated Tuscola County Taxable Value Minus Ren Zone and Vets Exemptions	2,397,299,312	0.3500	\$839,055
		0.4000	\$958,920
		0.4500	\$1,078,785

*2.7% Inflation Rate Multiplier

Shall Tuscola County be authorized to levy upon the taxable value of all property subject to ad valorem taxation, up to .45 mills (.45 per \$1,000 of taxable value), for a period of up to four (4) years, 2026 through 2029 inclusive, to be used exclusively for the funding of 9-1-1 emergency telephone call answering and dispatch services for Tuscola County, including facilities, equipment, personnel, maintenance, and operating costs for 9-1-1 emergency telephone call answering and dispatch services to effectively provide and ensure twenty-four hour public safety communications service for the citizens, communities, and public safety responders of Tuscola County? If approved and levied in its entirety, this millage raises an estimated \$1,078,785 in the first year that it is levied.

PROPOSED

February 12, 2026

Good Day:

The Tuscola County Advisory Council on Aging is formally requesting \$2,500.00 to support the Annual Dinner Dance which is scheduled for September 17, 2026.

Respectfully,

The Tuscola County Advisor Council on Aging

2025-M-050

Motion by Matt Koch, seconded by Bill Lutz Move to adopt the meeting minutes from the February 13, 2025 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2025-M-051

Motion by Bill Lutz, seconded by Matt Koch that the Consent Agenda Minutes and Consent Agenda Items from the February 24, 2025 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Request to Hire Seasonal Mosquito Abatement Employees for the 2025 Season -
Move to approve the hiring of the seasonal employees at Mosquito Abatement for the 2025 season contingent on satisfactory background checks, drug tests and physical screens.
2. Request to Purchase Five (5) Electric Backpack Sprayers and Batteries -
Move to approve the purchase of 5 Pioneer electric backpack sprayers at a cost of \$2,340.00 each for a total cost of \$11,700.00 and to purchase 5 Pioneer electric backpack batteries at a cost of \$799.00 each for a total cost of \$3,995.00 for which funds were allocated in the 2025 Mosquito Abatement budget.
3. Susan Holder from the Caro Chamber of Commerce Request to Use Courthouse Lawn for Cars and Crafts on June 6 - 7, 2025 -
Move to approve the use of the Courthouse Lawn on June 6 and June 7, 2025 for the Cars and Crafts event as requested by the Caro Chamber of Commerce.
4. Request from Jerald Gamm at the Tuscola County Council on Aging for \$2,500.00 to Help Fund the Annual Senior Dinner Dance in September 2025 -
Move to approve the request from the Tuscola County Council on Aging for \$2,500.00 towards the Annual Senior Dinner Dance in September of 2025.

New Business

1. Lapeer School Bus Routing Software -
Cody Horton, GIS Director, explained the request received.

REVENUE AND EXPENDITURE REPORT FOR TUSCOLA COUNTY
 Month Ended: December

GL NUMBER	DESCRIPTION	BALANCE AS OF 12/31/2019	BALANCE AS OF 12/31/2020	BALANCE AS OF 12/31/2021	BALANCE AS OF 12/31/2022	BALANCE AS OF 12/31/2023	BALANCE AS OF 12/31/2024	BALANCE AS OF 12/31/2025	BALANCE AS OF 12/31/2026	
297-674-955.000	SENIOR BALL/FAIR-SENIOR ALLIANCE	1,500.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	0.00	Dance HS students that was free to seniors in facilities
297-674-956.000	SENIOR DINNER/DANCE-SR.ADVISORY CO.	1,000.00	0.00	1,000.00	1,000.00	2,500.00	2,500.00	2,500.00	0.00	Open to public, seniors purchase tickets

PERIOD ENDING 12/31/2025

GL NUMBER	DESCRIPTION	2025		YTD BALANCE 12/31/2025 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/25 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2025 AMENDED BUDGET			NORM	(ABNORM)	
Fund 297 - VOTED SENIOR CITIZENS								
Revenues								
Dept 000 - CONTROL								
297-000-573.000	PPT REIMBURSEMENT	3,200.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000 - CONTROL		3,200.00	0.00	0.00	0.00	0.00	0.00	0.00
Dept 672 - HUMAN DEV COMM								
297-672-402.000	CURRENT/DELINQUENT TAXES	634,279.00	634,279.00	626,938.04	(13.11)	7,340.96	98.84	
297-672-402.891	CURRENT TAX WIND REVENUE	99,807.00	99,807.00	99,799.99	0.00	7.01	99.99	
297-672-573.000	PPT REIMBURSEMENT	0.00	10,126.00	6,925.55	0.00	3,200.45	68.39	
297-672-665.000	INTEREST REVENUE	6,000.00	6,000.00	3,531.08	7.45	2,468.92	58.85	
Total Dept 672 - HUMAN DEV COMM		740,086.00	750,212.00	737,194.66	(5.66)	13,017.34	98.26	
TOTAL REVENUES		743,286.00	750,212.00	737,194.66	(5.66)	13,017.34	98.26	
Expenditures								
Dept 672 - HUMAN DEV COMM								
297-672-700.010	HUMAN DEVELOPMENT COMMISSION	675,466.00	675,466.00	675,466.00	0.00	0.00	100.00	
297-672-700.020	EXTRA HOME DELIVERED MEALS	160,000.00	160,000.00	160,000.00	0.00	0.00	100.00	
297-672-964.000	REFUNDS & REBATES	0.00	483.00	482.75	0.00	0.25	99.95	
Total Dept 672 - HUMAN DEV COMM		835,466.00	835,949.00	835,948.75	0.00	0.25	100.00	
Dept 673 - HEALTH DEPT								
297-673-700.040	FLU SHOTS	500.00	500.00	0.00	0.00	500.00	0.00	
297-673-700.080	GERIATRIC PROGRAM	32,050.00	32,050.00	31,299.15	4,549.99	750.85	97.66	
Total Dept 673 - HEALTH DEPT		32,550.00	32,550.00	31,299.15	4,549.99	1,250.85	96.16	
Dept 674 - SENIOR CITIZENS OTHER								
297-674-700.030	REGION VII AGENCY DUES	3,402.00	3,535.00	3,535.00	0.00	0.00	100.00	
297-674-707.000	SALARIES - PER DIEM	3,100.00	3,100.00	2,850.00	250.00	250.00	91.94	
297-674-715.000	F.I.C.A.	238.00	238.00	218.00	19.11	20.00	91.60	
297-674-802.000	LEGAL	2,500.00	1,000.00	0.00	0.00	1,000.00	0.00	
297-674-861.000	TRAVEL	1,200.00	1,251.60	1,251.60	0.00	0.00	100.00	
297-674-956.000	SENIOR DINNER/DANCE-SR.ADVISORY CO.	2,500.00	2,500.00	2,500.00	0.00	0.00	100.00	
297-674-999.101	INDIRECT COSTS	4,622.00	4,622.00	4,622.00	0.00	0.00	100.00	
Total Dept 674 - SENIOR CITIZENS OTHER		17,562.00	16,246.60	14,976.60	269.11	1,270.00	92.18	
TOTAL EXPENDITURES		885,578.00	884,745.60	882,224.50	4,819.10	2,521.10	99.72	
Fund 297 - VOTED SENIOR CITIZENS:								
TOTAL REVENUES		743,286.00	750,212.00	737,194.66	(5.66)	13,017.34	98.26	
TOTAL EXPENDITURES		885,578.00	884,745.60	882,224.50	4,819.10	2,521.10	99.72	
NET OF REVENUES & EXPENDITURES		(142,292.00)	(134,533.60)	(145,029.84)	(4,824.76)	10,496.24	107.80	
BEG. FUND BALANCE		143,954.14	143,954.14	143,954.14				
END FUND BALANCE		1,662.14	9,420.54	(1,075.70)				

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PERIOD ENDING 12/31/2025

GL NUMBER	DESCRIPTION	2025		YTD BALANCE		ACTIVITY FOR		AVAILABLE		% BDT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2025 NORM (ABNORM)	12/31/2025 NORM (ABNORM)	MONTH 12/31/25 INCR (DECR)	MONTH 12/31/25 INCR (DECR)	BALANCE NORM (ABNORM)	BALANCE NORM (ABNORM)	

PERIOD ENDING 02/28/2026

GL NUMBER	DESCRIPTION	2026		YTD BALANCE 02/28/2026 NORM (ABNORM)	ACTIVITY FOR MONTH 02/28/26 INCR (DECR)	AVAILABLE		% BDGT USED
		ORIGINAL BUDGET	2026 AMENDED BUDGET			NORM	(ABNORM)	
Fund 297 - VOTED SENIOR CITIZENS								
Revenues								
Dept 672 - HUMAN DEV COMM								
297-672-402.000	CURRENT/DELINQUENT TAXES	689,267.00	689,267.00	37.09	37.09	689,229.91		0.01
297-672-402.891	CURRENT TAX WIND REVENUE	79,968.00	79,968.00	0.00	0.00	79,968.00		0.00
297-672-665.000	INTEREST REVENUE	3,516.00	3,516.00	3.67	0.00	3,512.33		0.10
Total Dept 672 - HUMAN DEV COMM		772,751.00	772,751.00	40.76	37.09	772,710.24		0.01
TOTAL REVENUES		772,751.00	772,751.00	40.76	37.09	772,710.24		0.01
Expenditures								
Dept 672 - HUMAN DEV COMM								
297-672-700.010	HUMAN DEVELOPMENT COMMISSION	675,466.00	675,466.00	168,866.50	0.00	506,599.50		25.00
297-672-964.000	REFUNDS & REBATES	483.00	483.00	0.00	0.00	483.00		0.00
Total Dept 672 - HUMAN DEV COMM		675,949.00	675,949.00	168,866.50	0.00	507,082.50		24.98
Dept 673 - HEALTH DEPT								
297-673-700.040	FLU SHOTS	300.00	300.00	0.00	0.00	300.00		0.00
297-673-700.080	GERIATRIC PROGRAM	28,293.00	28,293.00	0.00	0.00	28,293.00		0.00
Total Dept 673 - HEALTH DEPT		28,593.00	28,593.00	0.00	0.00	28,593.00		0.00
Dept 674 - SENIOR CITIZENS OTHER								
297-674-700.030	REGION VII AGENCY DUES	3,535.00	3,535.00	0.00	0.00	3,535.00		0.00
297-674-707.000	SALARIES - PER DIEM	0.00	0.00	200.00	200.00	(200.00)		100.00
297-674-715.000	F.I.C.A.	0.00	0.00	15.31	15.31	(15.31)		100.00
297-674-861.000	TRAVEL	0.00	0.00	65.98	0.00	(65.98)		100.00
297-674-956.000	SENIOR DINNER/DANCE-SR.ADVISORY CO.	2,500.00	2,500.00	0.00	0.00	2,500.00		0.00
297-674-999.101	INDIRECT COSTS	5,511.00	5,511.00	1,377.75	0.00	4,133.25		25.00
Total Dept 674 - SENIOR CITIZENS OTHER		11,546.00	11,546.00	1,659.04	215.31	9,886.96		14.37
TOTAL EXPENDITURES		716,088.00	716,088.00	170,525.54	215.31	545,562.46		23.81
Fund 297 - VOTED SENIOR CITIZENS:								
TOTAL REVENUES		772,751.00	772,751.00	40.76	37.09	772,710.24		0.01
TOTAL EXPENDITURES		716,088.00	716,088.00	170,525.54	215.31	545,562.46		23.81
NET OF REVENUES & EXPENDITURES		56,663.00	56,663.00	(170,484.78)	(178.22)	227,147.78		300.87
BEG. FUND BALANCE		143,954.14	143,954.14	143,954.14				
NET OF REVENUES/EXPENDITURES - 2025				(145,029.84)		(145,029.84)		
END FUND BALANCE		200,617.14	200,617.14	(171,560.48)				

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KONICA MINOLTA

C361I COLOR COPIER/PRINTER WITH DF-714 ADXJ013-1

Part Numbers:

7670525506	1	MFP DELIVERY CHARGE - LEVEL ONE
7640018094	1	BASIC NETWORK SERVICE - BNS04
135700	1	DK-516 COPY DESK
A883012	1	FK-514 FAX KIT (1st & 2nd LINE)
ADDCWY1	1	FS-542 INNER FINISHER
AAV8430	1	TN-328C CYAN TONER
AAV8130	1	TN-328K BLACK TONER
AAV8330	1	TN-328M MAGENTA TONER
AAV8230	1	TN-328Y YELLOW TONER

Total Price: 4,074.41

Tax Exempt:

Total Price: 4,074.41

\$1.00 Lease Rate: State of Michigan FMV Lease Rate

36 Month \$1.00 Buyout- \$152.02	48 Month FMV-\$108.78
48 Month \$1.00 Buyout- \$119.91	60 Month FMV-\$90.04

CPC (Click Per Copy Rate)

Color- .032

Black/White-.006

Konica Minolta Maintenance: Konica Minolta toner, and staples are included in the Cost-Per-Copy (CPC) rate for both purchase and lease options (36, 48, or 60 months). The agreement also includes end-user training, device programming, and installation of Konica Minolta print drivers on all required computers.

What is Older Than Dirt

By Mark Putnam | Columnist for the *Tuscola County Advertiser*

markp@tcadvertiser.com

Well . . . dirt.

And I'm going back thousands of years in this post—to something that still matters today.

Look at this colorful soil association map of Tuscola County. It shows all the different kinds of soil beneath our feet—and serves as proof that I am not always taking a nap. Sometimes I'm staring intensely at dirt.

Believe it or not, dirt tells a story: where we farm, where we build, where water flows, and why our landscape looks the way it does. Dirt decides whether your basement stays dry, whether your corn grows tall, and whether your septic system quietly does its job—or loudly announces its failure.

So yes—dirt matters. It's messy, it's ancient, and it's a big part of our history.

While working on the 2028–2032 Tuscola County Parks & Recreation Master Plan, I unearthed something happily buried (pun not just intended, but savored) in the 2023–2027 plan: a discovery of breathtaking importance—dirt. So much dirt.

Not just any dirt.

Soil, soil, and more soil—everywhere you look, different soil associations or types waving hello like contestants in a beauty pageant no one asked for. The masterpiece soil map in the current Parks & Recreation Plan comes courtesy of the Tuscola County Planning Commission, who dug deep (yes, another pun) into the archives of the U.S. Department of Agriculture Soil Conservation Service to bring it to life.

Who knew parks planning would turn me into a soil enthusiast? Turns out, beneath every park, trail, and picnic table... is a good dirt story.

You know, once I sent a few jokes to *The Tonight Show*. I never heard back. Clearly, America just wasn't ready for my humor. I figured they'd fly me to Hollywood. At least send a letter. Instead, I end up trying another bit, or routine, of humor today with ten soil associations and a deep emotional connection to dirt.

Here's more information on the Soil Map.

Let's meet the cast in this routine.

First up: **Essexville–Aquents–Tappan** soils. They cover about 4% of the Tuscola County and are all poorly drained. These soils hold onto water like they're afraid it might leave. If dirt could wear rain boots, this would be it. Farming? Tricky. Building? Not happening. Wildlife, however, loves it.

Next is the **Tappan Association**, making up about 5% of the county. Dark gray, dependable, and excellent for crops like corn, wheat, beans, and sugar beets. But try building on it and Tappan soil looks you straight in the eye and says, "*Absolutely not.*" Corn? Yes. Basement? No.

Third, then we have the heavyweight: **Tappan–Londo–Avoca**, covering a full 25% of Tuscola County. This group is basically damp, wetter, and "why is this still wet?" Londo and Avoca try their best, but water lingers. Farming works with effort. Septic systems quietly weep. Wind erosion occasionally joins the party just to keep things interesting.

The fourth: **Metamora–Capac–Corunna** association only makes up about 3% of the county, but it works hard. These soils are productive, but they require constant water management—like farming while always carrying a towel. Great crops, poor building conditions, and wetness that refuses to be ignored.

Next, the **Wixom–Wolcott–Pipestone** association, about 8% of the county. This is where water truly settles in. Wixom and Pipestone are somewhat poorly drained, Wolcott is very poorly drained, and together they ask the timeless question: "*Why is there a pond where my barn was supposed to go?*" Crops grow, but buildings and septic systems are politely escorted elsewhere.

Sixth, now we arrive at **Guelph–Londo–Tappan**, covering 12% of the county. Guelph soils are the overachievers—moderately well to well drained, rolling, respectable. These are the soils that got invited to build houses. Londo and Tappan tag along, reminding everyone that wetness is still a concern. Think of this group as a well-dressed party where someone still tracked in mud.

Seventh: The **Perrin–Wasepi–Gilford** association covers about 10% of the county and is a real mixed bag. Perrin behaves reasonably well, Wasepi struggles with drainage, and Gilford is so wet it probably qualifies as a lifestyle choice. Woodland and crops dominate here, with sand and gravel operations sprinkled in for excitement. Development? Let's just say the soils are not enthusiastic.

Then eighth, there's the **Pipestone–Granby–Chelsea** association, about 16% of the county. Chelsea soils are the gold standard—well drained, sandy, and ready for development. Pipestone and Granby, however, bring wetness back into the conversation.

Farming works, wind erosion lurks and building suitability depend entirely on which soil shows up at your door.

The ninth, or **Marlette–Capac–Spinks** association covers 15% of Tuscola County and spans ridges, knolls, and slopes. Marlette and Spinks are well drained and farm-friendly, though erosion likes to make surprise appearances. Capac, once again, settles into the low spots and holds water. This association is productive but insists on careful planning—and maybe a few deep breaths.

Finally, tenth, we reach **Houghton–Adrian** soils, just 2% of the county. At this point, we are no longer dealing with soil. We are dealing with *muck*. Deep, dark, organic muck. Fantastic for wildlife. Terrible for farming. Worse for building. Septic systems won't even consider it. Nature wins this round.

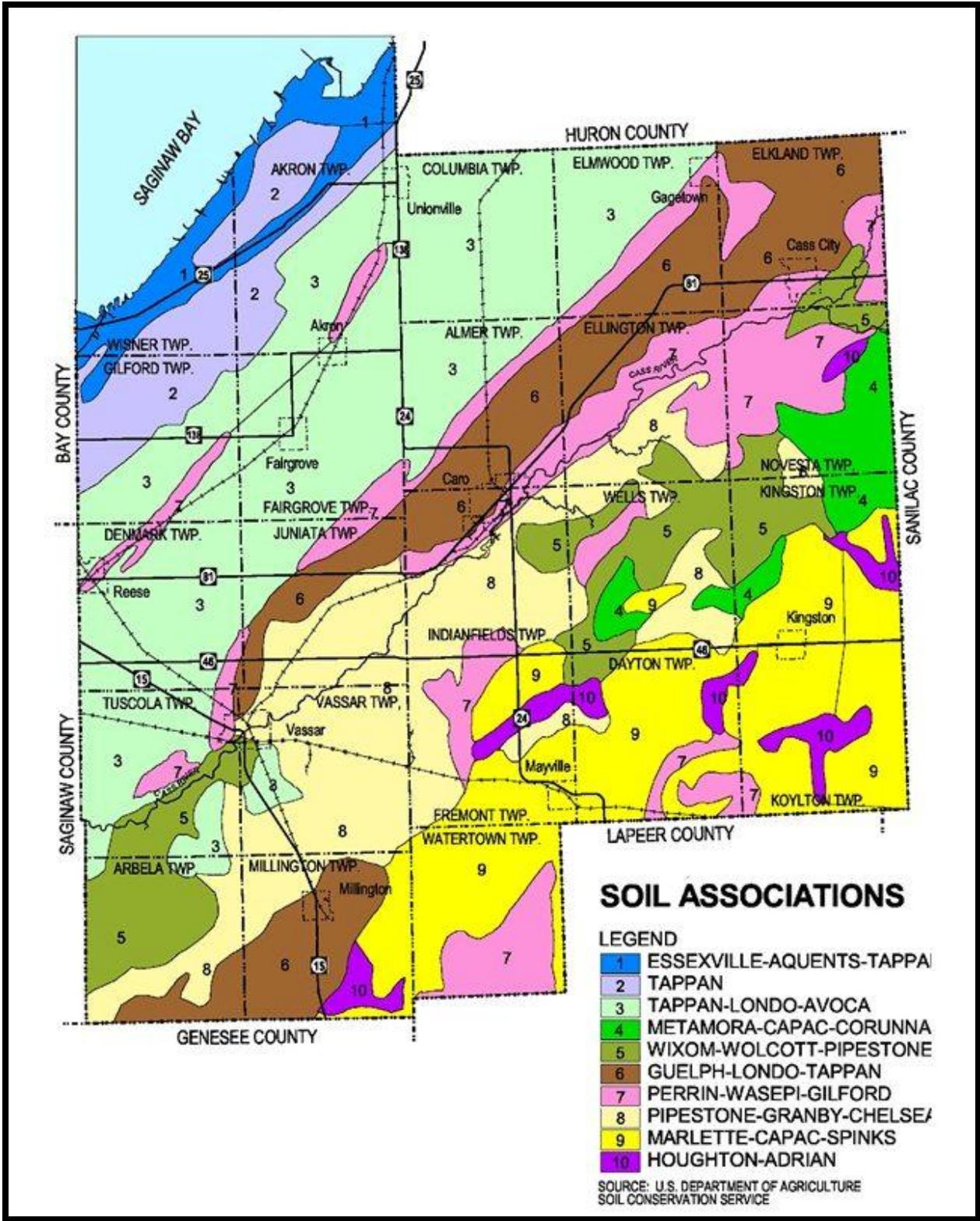
So no, Hollywood never called.

But I did learn this: beneath every park, trail, and picnic table in Tuscola County is dirt with opinions—and most of it says, *“You’re not building here.”*

And honestly? That dirt has been around longer than any of us. It's earned the right to speak up.

Living in Tuscola County is a privilege. Our land—when cared for, managed properly, and drained as it should be—supports some of the finest farmland in Michigan. The same soils that challenge us also define us, shaping our farms, our communities, and our way of life. I would not choose to live anywhere else, nor would I want Tuscola County to be anything other than what it is: productive, resilient, and deeply rooted in the land that has sustained generations.

A handwritten signature in black ink that reads "Mark Putnam". The signature is written in a cursive, flowing style.



The Tuscola County map of soil associations or types!

INDIANFIELDS TOWNSHIP
PLANNING COMMISSION
TUSCOLA COUNTY, MICHIGAN

NOTICE OF SPECIAL MEETING

The Indianfields Township Planning Commission will hold a Special Meeting on **March 3, 2026** at 6:30 p.m. at the Tuscola Technology Center, 1401 Cleaver Road, Caro, MI. The purpose is a public hearing and special meeting to include (1) repeal and replacement of the current Indianfields Township Zoning Ordinance, including zoning map amendments and (2) consideration of other business that may come before the Planning Commission.

Zoning District Map amendments to include:

Adding a Business Overlay District to all or a portion of the following:

- North side M-46 600 feet from the centerline from Washburn Road to Cat Lake Road
 - 013-032-300-0200-04 013-033-300-0300-00 013-035-300-0700-00
 - 013-032-300-0200-05 013-033-300-0400-00 013-035-300-0800-05
 - 013-032-300-0205-04 013-033-300-0500-00 013-035-300-0800-06
 - 013-032-300-0205-05 013-033-300-0600-00 013-035-300-1000-00
 - 013-032-300-0300-00 013-033-400-0100-01 013-035-300-1600-01
 - 013-032-300-0400-00 013-033-400-0200-00 013-035-400-0105-01
 - 013-032-300-0500-00 013-033-400-0300-00 013-035-400-0105-02
 - 013-032-300-0800-00 013-033-400-0400-00 013-035-400-0107-01
 - 013-032-300-0900-00 013-033-400-0500-00 013-035-400-0107-02
 - 013-032-300-1100-00 013-033-400-0600-00 013-035-400-0110-00
 - 013-032-300-1200-00 013-033-400-0700-00 013-035-400-0300-00
 - 013-032-300-1400-01 013-033-400-0800-00 013-035-400-0500-00
 - 013-032-300-1500-00 013-034-300-0100-01 013-035-400-0600-03
 - 013-032-300-1600-01 013-034-300-0100-02 013-035-400-0600-04
 - 013-032-300-1700-00 013-034-300-0200-01 013-036-100-0100-00
 - 013-032-300-1800-00 013-034-300-0300-00 013-036-400-0100-01
 - 013-032-300-1900-00 013-034-300-0500-00 013-036-400-0100-02
 - 013-032-300-2100-00 013-034-300-0600-01 013-036-400-0300-00
 - 013-032-300-2200-01 013-034-300-0600-02 013-036-400-0400-00
 - 013-032-400-0115-00 013-034-300-0615-00 013-036-400-0500-00
 - 013-032-400-0120-01 013-034-300-0625-00 013-031-300-0200-03
 - 013-032-400-0120-02 013-034-300-0650-01 013-031-300-0200-07
 - 013-032-400-0200-00 013-034-300-0650-02 013-031-300-0200-10
 - 013-032-400-0700-00 013-034-300-0700-01 013-031-300-0220-00
 - 013-032-400-0710-00 013-034-300-0700-02 013-031-300-0240-00
 - 013-032-400-0800-00 013-034-400-0100-01 013-031-300-0300-00
 - 013-032-400-0900-00 013-034-400-0100-02 013-031-300-0400-00
 - 013-032-400-1000-00 013-034-400-0200-00 013-031-300-0500-00
 - 013-032-400-1100-00 013-034-400-0300-00 013-031-300-0600-00
 - 013-032-400-1200-00 013-034-400-0400-00 013-031-400-0100-01
 - 013-032-400-1210-00 013-035-100-0100-00 013-031-400-0200-00
 - 013-032-400-1300-00 013-035-300-0400-00 013-031-400-0400-00
 - 013-033-300-0100-01 013-035-300-0405-01 013-031-400-0500-00
 - 013-033-300-0100-02 013-035-300-0405-02 013-031-400-0600-00
 - 013-033-300-0200-00 013-035-300-0600-00 013-031-400-0700-00

013-031-400-0900-00

013-031-400-0910-00

013-031-400-1000-00

- South side M-81 600 feet from the centerline from Handy Road to Center Road
013-019-750-0100-04
- East and west sides M-24 600 feet each side of centerline from M-46 to Gun Club Road
013-010-200-0100-00 013-034-200-0500-00 013-011-375-1400-00
013-010-200-0200-00 013-034-200-0700-00 013-011-375-1500-00
013-010-200-0400-00 013-034-400-0100-01 013-011-375-1600-00
013-010-400-0100-00 013-034-400-0100-02 013-011-375-1700-00
013-010-400-0200-00 013-034-400-0150-00 013-011-375-1800-00
013-010-400-0300-00 013-034-400-0200-00 013-011-375-1900-00
013-010-400-0400-00 013-034-400-0300-00 013-011-375-2000-00
013-010-400-0500-01 013-034-400-0400-00 013-011-375-2100-00
013-010-400-0700-00 013-035-100-0100-00 013-011-375-2200-00
013-010-400-0800-00 013-035-100-0200-00 013-011-375-2300-00
013-010-400-0900-00 013-035-300-0115-01 013-011-375-2400-00
013-010-400-1000-01 013-035-300-0115-02 013-011-375-2500-00
013-010-400-1000-02 013-035-300-0200-00 013-011-375-2600-00
013-010-400-1100-00 013-035-300-0230-00 013-011-375-2700-00
013-010-400-1200-00 013-035-300-0300-00 013-011-375-2800-00
013-010-400-1400-01 013-035-300-0400-00 013-011-375-4700-00
013-010-400-1500-00 013-035-300-0405-01 013-011-375-4800-00
013-011-100-0800-00 013-035-300-0405-02 013-011-375-4900-00
013-011-100-0900-00 013-035-300-0500-00 013-011-375-5000-00
013-011-100-0950-00 013-035-300-0600-00 013-011-375-5100-00
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013-015-200-0405-00 013-035-300-0800-05 013-011-375-5300-00
013-015-200-0410-00 013-035-300-0800-06 013-014-100-0800-00
013-015-200-0500-00 013-035-300-1000-00 013-014-100-1000-00
013-015-200-0600-00 013-035-300-1100-00 013-014-100-1100-00
013-015-200-0700-00 013-035-300-1200-00 013-014-100-1200-00
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013-015-200-0900-00 013-011-300-0600-00 013-014-100-1400-00
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013-015-400-0120-02 013-011-300-1000-00 013-014-100-1600-04
013-015-400-0130-00 013-011-300-1100-00 013-014-300-0300-00
013-015-400-0140-00 013-011-300-1200-00 013-014-300-0315-00
013-015-400-0200-00 013-011-300-1210-00 013-014-300-0500-00
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013-034-200-0300-00 013-011-375-1300-00 013-022-200-0100-00

013-022-200-0200-00	013-022-650-0500-00	013-023-300-0800-00
013-022-200-2100-01	013-022-650-0600-00	013-023-300-0900-00
013-022-200-2150-00	013-022-650-0800-00	013-026-100-0100-00
013-022-400-0100-00	013-022-650-1100-00	013-026-100-0200-02
013-022-400-0200-01	013-022-650-1200-00	013-026-100-0300-01
013-022-400-0200-02	013-022-650-1300-00	013-026-100-0300-02
013-022-400-0300-00	013-022-650-1400-00	013-026-300-0100-00
013-022-400-0400-00	013-023-100-0200-00	013-027-100-0100-00
013-022-400-0500-00	013-023-100-0300-00	013-027-200-0100-02
013-022-400-0900-01	013-023-100-0400-00	013-027-200-0100-03
013-022-400-0900-02	013-023-300-0300-00	013-027-200-0100-04
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013-022-400-1200-00	013-023-300-0600-01	013-027-200-0400-01
013-022-400-1300-00	013-023-300-0600-02	013-027-200-0400-02
013-022-650-0100-00	013-023-300-0650-00	013-027-200-0500-00
013-022-650-0200-00	013-023-300-0700-00	013-027-400-0100-00
013-022-650-0300-00	013-023-300-0710-00	013-027-400-0200-00

Rezoning all or a portion of the following from Forestry to Business District:

- SW corner of SW corner, Section 35

013-035-100-0100-00	013-035-300-0405-02	013-035-300-0800-06
013-035-300-0110-02	013-035-300-0500-00	013-035-300-1000-00
013-035-300-0300-00	013-035-300-0600-00	013-035-300-1100-00
013-035-300-0400-00	013-035-300-0700-00	013-035-300-1200-00
013-035-300-0405-01	013-035-300-0800-05	013-035-300-1600-01

Rezoning all or a portion of the following from Forestry to Business District:

- SE corner of SE corner, Section 34

013-034-400-0100-01 3376 MERTZ RD
013-034-400-0100-02 1086 SANILAC RD
013-034-400-0150-00 MERTZ RD
013-034-400-0200-00 V/L SANILAC RD
013-034-400-0300-00 1020 W SANILAC RD
013-034-400-0400-00 V/L W SANILAC RD

Rezoning all or a portion of the following from Industrial to Business District:

013-002-100-0100-00 490 ELLINGTON ST

Rezoning all or a portion of the following from One-Family Residential to Business District:

- Western quarter of Section 2

013-002-100-0200-00	013-002-100-0900-00	013-002-100-2100-00
013-002-100-0300-01	013-002-100-0950-00	013-002-100-2200-01
013-002-100-0300-02	013-002-100-1000-00	013-002-100-2200-02
013-002-100-0400-01	013-002-100-1100-01	013-002-100-2210-00
013-002-100-0450-04	013-002-100-1300-01	013-002-100-2300-00
013-002-100-0450-05	013-002-100-1500-00	013-002-100-2400-00
013-002-100-0500-00	013-002-100-1600-00	013-002-100-2500-00
013-002-100-0600-00	013-002-100-1800-00	013-002-100-2600-00
013-002-100-0700-00	013-002-100-1900-00	013-002-100-3000-00
013-002-100-0800-00	013-002-100-2000-00	013-002-300-0100-00

013-002-300-0110-00
013-002-300-0300-00
013-002-300-0400-01
013-002-300-0425-00
013-002-300-0450-00

013-002-300-0460-00
013-002-300-0475-00
013-002-300-0500-00
013-002-300-0600-00
013-002-300-0700-00

013-002-300-0800-00
013-002-300-0900-04
013-002-300-0900-05

Rezoning all or a portion of the following from Agricultural and Business to Mobile Home Park District:

013-010-300-0300-00 1 S COLLING RD
013-017-200-0125-00 2115 E EVERGREEN DR

A copy of the proposed amendments may be obtained upon request from the Indianfields Township hall. The Township may charge a reasonable fee for the copies. Proposed amendments may also be viewed online at www.indianfieldstownship.org.

Written comments may be left in the Indianfields Township drop box by 3pm March 3, 2026 in lieu of attending the meeting.

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act), MCLA 41.72a (2) (3), and the Americans with Disabilities Act (ADA) and published in compliance with the Michigan Zoning Enabling Act, 2006 PA 110.

Individuals with disabilities requiring auxiliary aids or services who are planning to attend the meeting should notify the Planning Commission Secretary, Marlene Forbes, at (989) 332-8315 by 3pm March 3, 2026.

Marlene A. Forbes
Planning Commission Secretary
Township of Indianfields
1633 Mertz Road (Hall Address)
Caro, MI 48723
(989) 332-8315
indianfieldspcsec@gmail.com

INDIANFIELDS TWP RE-ZONING IS NOT A PROPERTY TAX INCREASE

Tax Classification and Zoning Districts are not the Same!

- Zoning:** *What the use can and cannot be today and in the immediate future*
- Tax Classification:** *What the land is actually used for already – this is what property owners are taxed on*
- Different Goals:** *Zoning is about planning future development; classification is about taxing current use*
- Not Dictated by Each Other:** *Zoning does not determine tax class. Classification follows actual use for taxes purposes*
- Overlapping but Separate:** *A property can be zoned one way (e.g. farm) but classified another (e.g. residential) for tax purposes. Classification affects tax rates and exemptions but not the property owner’s right to use it as zoned or as a non-conforming use allowed by zoning ordinances*
- Permissive Zoning:** *In Michigan, permissive zoning is a regulatory philosophy where a zoning ordinance only allows land uses that are specifically listed as permitted*

**TOWNSHIP OF FREMONT
COUNTY OF TUSCOLA
P.O. Box 216
MAYVILLE, MI 48744**

February 20, 2026

RE: Establishment of an Industrial Development District and approval of an Industrial Facilities Exception Certificate for Laser Marking Technologies, LLC

To Whom It May Concern:

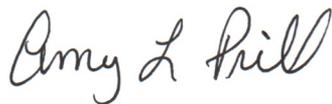
Laser Marking Technologies, LLC has requested that the Fremont Township Board consider the approval of the establishment of an Industrial Development District and the approval of an Industrial Facilities Exemption Certificate (tax abatement) for the company's proposed expansion project at its facilities located at 1101 West Sanilac Road, Caro, Michigan. The Township is working with the Tuscola County EDC on this project.

Notice is hereby given that the first public hearing to receive comments will be held at 6:40 PM on March 12, 2026 to consider the establishment of an Industrial Development District for Laser Marking Technologies, LLC at 1101 West Sanilac Road, Caro, Michigan. This hearing will take place at the Fremont Township Hall, 4850 Mertz Road, Mayville, Michigan.

The second public hearing will be held at 6:45 PM on March 12, 2026 at the same location to consider approval of the application by Laser Marking Technologies, LLC for an Industrial Facilities Exemption Certificate. Copies of the two Public Notices are enclosed for your review.

Since approval of these request may affect the taxes collected by your local unit of government, all Fremont Township residents and community taxing authorities are entitled to attend these public hearings and to be heard.

Sincerely,



Amy L. Prill
Fremont Twp. Clerk
989-843-0621 ext 202
clerk@fremonttownship.org

enc 2 public notices

FREMONT TOWNSHIP PUBLIC NOTICE

Public Hearing on the Establishment of an Industrial Development District requested by Laser Marking Technologies, LLC in Fremont Township

Notice is hereby given that on March 12, 2026 at 6:40 PM, the Fremont Township Board will hold a public hearing. The meeting and public hearing will be located at the Fremont Township Hall, 4850 Mertz Road, Mayville, Michigan.

The public hearing is held pursuant to Act 198 of the Michigan Public Acts of 1974, as amended for the Establishment of an Industrial Development District for an expansion project by Laser Marking Technologies, LLC at the following real property:

Land situated in Fremont Township, County of Tuscola and State of Michigan:

DESCRIPTION OF PARCELS "A & B" COMBINED:

Commencing at the North 1/4 Corner of Fractional Section 3, T11N-R9E, Fremont Township, Tuscola County, Michigan: thence S01°34'27"E 76.62 feet along the North-South 1/4 Line of said Fractional Section 3; thence N87°57'16"E 1434.39 feet along the Southerly Right of Way Line of State Highway M-46 to the Point of Beginning: RUNNING THENCE N87°57'16"E 200.00 feet along said Southerly Right of Way Line of State Highway M-46; thence S01°36'21"E 403.36 feet; thence S87°59'19"W 597.08 feet; thence N01°36'21"W 95.00 feet; thence N87°59'19"E 397.08 feet; thence N01°36'21"W 308.24 feet to the Point of Beginning. Being a part of the Northeast 1/4 of Fractional Section 3, T11N-R9E, Fremont Township, Tuscola County, Michigan and containing 2.72 acres of land. Subject to easements and rights of way of record.

The owners of all real property within the Industrial Development District, together with any other residents or taxpayers of Fremont Township, shall have the right to appear and to be heard.

Amy Prill
Township Clerk

FREMONT TOWNSHIP PUBLIC NOTICE

Public Hearing on the Approval of an Industrial Facilities Exemption Certificate for Laser Marking Technologies, LLC in Fremont Township

Notice is hereby given that on March 12, 2026 at 6:45 PM, the Fremont Township Board will hold a public hearing. The meeting and public hearing will be located at the Fremont Township Hall, 4850 Mertz Road, Mayville, Michigan.

The public hearing is held pursuant to Act 198 of the Michigan Public Acts of 1974, as amended for the approval of an Industrial Facilities Exemption Certificate for an expansion project by Lasing Marking Technologies, LLC at the following real property:

Land situated in Fremont Township, County of Tuscola and State of Michigan:

DESCRIPTION OF PARCELS "A & B" COMBINED:

Commencing at the North 1/4 Corner of Fractional Section 3, T11N-R9E, Fremont Township, Tuscola County, Michigan: thence S01°34'27"E 76.62 feet along the North-South 1/4 Line of said Fractional Section 3; thence N87°57'16"E 1434.39 feet along the Southerly Right of Way Line of State Highway M-46 to the Point of Beginning: RUNNING THENCE N87°57'16"E 200.00 feet along said Southerly Right of Way Line of State Highway M-46; thence S01°36'21"E 403.36 feet; thence S87°59'19"W 597.08 feet; thence N01°36'21"W 95.00 feet; thence N87°59'19"E 397.08 feet; thence N01°36'21"W 308.24 feet to the Point of Beginning. Being a part of the Northeast 1/4 of Fractional Section 3, T11N-R9E, Fremont Township, Tuscola County, Michigan and containing 2.72 acres of land. Subject to easements and rights of way of record.

The owners of all real property within the Industrial Development District, together with any other residents or taxpayers of Fremont Township, shall have the right to appear and to be heard.

Amy Prill
Township Clerk

From: Finance and General Government Committee

To: Michigan Commissioners

Meeting date: February 6, 2026

Quorum: Yes – November 7, 2025 Minutes Approved

Presenter(s): Robert J. Bendzinski, Bendzinski & Co. Municipal Finance Advisors, followed by Chris Zimmerman, Chair Person, Mecosta County Board of Commissioners

Prepared by: Samantha Gibson, MAC Governmental Affairs Specialist

Presentation Summary – Municipal Bonding and County Borrowing, Robert Bendzinski

- Counties may only borrow under specific state statutory authority; they cannot independently obtain bank loans or pledge collateral without enabling legislation.
- The Revised Municipal Finance Act allows counties to issue Capital Improvement Bonds for depreciable assets, limited to the asset's useful life and generally without a voter referendum, unless a qualifying petition is filed.
- Counties frequently issue debt on behalf of local units, road commissions, drain commissioners, and treasurers, but all such borrowing ultimately requires county board approval and full faith and credit.
- Counties may fund capital projects using a mix of cash, limited or unlimited tax pledges, special assessments, and dedicated revenues, subject to constitutional and statutory debt limits.
- Refunding (refinancing) of existing bonds is permitted under state law when minimum savings thresholds are met and bonds are callable.

Presentation Summary – Chris Zimmerman, Mecosta County

- Chris Zimmerman, Chair of the Mecosta County Board of Commissioners, spoke to the committee regarding drain projects within the county. Commissioner Zimmerman provided recommendations for Drain Code reforms.

MAC Legislative Update Summary – Provided by Deena Bosworth and Samantha Gibson

- **Road funding package litigation:** A new marijuana-related excise/wholesale tax was described as effective January 1, but litigation creates uncertainty; Treasury is delaying collection until later in the fiscal year, which may delay road funding implementation. The marijuana revenue is directed to a **new Neighborhood Road Fund** with its own formula.
- **Work project dispute:** House action cutting approximately \$645M in work project designations is in litigation; funds are currently paused/blocked pending court review, with impacts depending on whether projects were already encumbered.
- **Budget cycle timing:** Governor's budget recommendation expected mid-February; State of the State February 25, 2026 (also referenced in relation to broader legislative activity).
- **Property tax reform watch:** House leadership priorities include property tax reform; MAC relayed assurances it would aim to be revenue-neutral for locals, but counties should be

prepared for ripple effects (growth limits, transfer tax changes, etc.). Counties were encouraged to understand their local exposure to **tax capture districts** (TIF-style captures) in the property-tax conversation.

- **Foreclosure proceeds liability (Rafaeli-related):** Discussion highlighted ongoing/related litigation risk and the importance of county treasurers estimating potential liability and whether reserves are set aside.
- **Pung v. Isabella County:** Mentioned as scheduled for U.S. Supreme Court oral argument **February 25 at 10:00 AM**, with MAC participating via amicus alongside local government partners.