

KENT COUNTY BOARD OF COMMISSIONERS

AGENDA

Thursday, December 5, 2024; 8:30 a.m. Kent County Administration Building – Rm 310

- 1) Call to Order
- 2) Roll Call
- 3) Invocation Commissioner Stek
- 4) Pledge of Allegiance to the Flag

5) Special Order of Business

- a) Commissioner Appreciation Presentation
 - 1) Tom Antor, District 2 Commissioner
 - 2) Emily Brieve, District 10 Commissioner
 - 3) Tony Baker, District 17 Commissioner
 - 4) Stephen Wooden, District 18 Commissioner
 - 5) Ivan Diaz, District 20 Commissioner
- b) Prosecutor's Office Annual Report; Christopher Becker, Prosecuting Attorney

6) Public Comment – Related Only to the Agenda Action Items

7) Consent Agenda

Greene / Adopt Roll Call

(All items under this item are considered to be routine by the Board and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda upon request of any Commissioner and will be considered separately.)

- a) Approval of Minutes of November 21, 2024 Meeting
- b) December 3, 2024 Finance Committee Meeting (Reports of Claims and Allowances)

8) Resolutions:

a)	12-05-24-132	John Ball Zoo 10-Year Master Plan / Administrator's Office	Greene / Adopt	Voice Vote
b)	12-05-24-133	Gerald R. Ford International Airport Authority – Revenue Refunding Bonds, Series 2025 / Fiscal Services	Hildenbrand / Adopt	Roll Call

The County of Kent complies with the Open Meetings Act. If you require special accommodations to attend or participate because of a disability, please contact <u>KentCountyAdministrator@kentcountymi.gov</u>.

Language and sign interpreter services are available for free for individuals attending a meeting. If interpreter services are needed, please contact <u>KentCountyAdministrator@kentcountymi.gov</u> at least three (3) business days prior to the scheduled meeting. While every effort will be made to accommodate the request, the ability to do so depends on several variables outside the control of the County Administration Office.

Through responsible budgeting and thoughtful planning, Kent County government is committed to providing resources and services that promote a high quality of life for the entire community.

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c)	12-05-24-134	2025 Management Pay Plan Range and Wage Changes / Human Resources	Wooden/ Adopt	Roll Call
d)	12-05-24-135	Grand Rapids Kent County Convention and Arena Authority Agreement with ASM Global / Administrator's Office	Merchant / Adopt	Voice Vote
e)	12-05-24-136	Grand Rapids Kent County Convention and Arena Authority Agreement with Live Nation / Administrator's Office	Merchant / Adopt	Voice Vote
f)	12-05-24-137	Grand Rapids Kent County Convention and Arena Authority Property Acquisition for Amway Stadium / Administrator's Office	Sparks / Adopt	Voice Vote
g)	12-05-24-138	City of Grand Rapids Contribution to Support the West Michigan Welcome Plan and Global Gathering Event Funds / Administrator's Office	Oliver-King / Adopt	Voice Vote
h)	12-05-24-139	Emergency Management Performance Grant to Enhance the Emergency Management Program within the State of Michigan / Sheriff's Office	Sparks / Adopt	Voice Vote
i)	12-05-24-140	Board of Commissioners 2025 Strategic Plan / Administrator's Office	Greene / Adopt	Voice Vote

9) Public Comment – Related to General County Matters

10) Administrator's Report

11) Reports

a) Procurement Policy Advisory Committee Report - Receive and file

12) Miscellaneous

13) Adjournment

Commissioner Greene to move to adjourn, subject to the call of the Chair, to Friday, January 3, 2025, at 8:30 a.m. for an Official Meeting.

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Prosecutor's Office Performance Measures

Nov 26, 2024

Prosecutor's Office

The Prosecuting Attorney appears for the State or County in all criminal prosecutions in Circuit Court and District Court, as well as appearances in delinquency, neglect, mental incompetency, and adult guardianship proceedings in both Probate Court and the Family Division of the Circuit Court. The Prosecuting Attorney shares jurisdiction with the Michigan Attorney General for any crime that is committed in Kent County, but is independent of that State office. The Prosecuting Attorney is an elected official with a four-year term, chosen at the time of the Presidential election, on the partisan ballot.

The office is divided into the following divisions: Criminal, Appellate, Family Law (see Judicial functional area page D-106) and Juvenile. Each division has specific attorneys assigned to it and is structured to serve that division's unique needs. Additionally, the Victim/Witness Unit of the office performs services for victims of crime as mandated under the Crime Victims Rights Act.

The Prosecuting Attorney's office is responsible for other legal functions, including:

- Keeping victims notified of case status, their right to participate, and to protect/preserve their rights;
- Providing information on juvenile offenders to the Kent Intermediate School District; and
- Representing the County in forfeiture actions.

FAMILY LAW:

The Prosecuting Attorney represents the State of Michigan in proceedings to establish paternity and set child support orders. The Prosecuting Attorney is an elected official with a four-year term, chosen at the time of the Presidential election, on the partisan ballot.

The office is divided into the following divisions: Criminal, Appellate, Juvenile, and Family Law. The Criminal, Appellate and Juvenile divisions are under the General Government functional area (see pages D-66 through D-68). Each division has specific attorneys assigned to it and is structured to serve that division's unique needs. Additionally, the Victim/Witness Unit of the office performs services for victims of crime as mandated under the Crime Victims Rights Act.

Progress 0%

Criminal/Appellate Division: Prosecute violations of state law in District and Circuit Courts within Kent County.

Jan 01, 2021 - Dec 31, 2021 Progress 0%

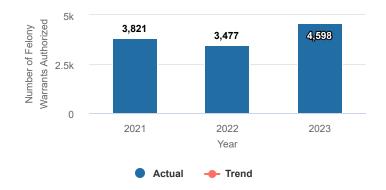
Effectively utilize staff and budget to perform statutorily mandated services.

Significant Accomplishment Community Impact

Prosecutor's Office - Number of Felony Warrants Authorized

Last Update: Nov 24, 2024 06:11:31

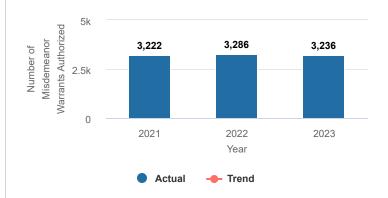
Number of Felony Warrants Authorized



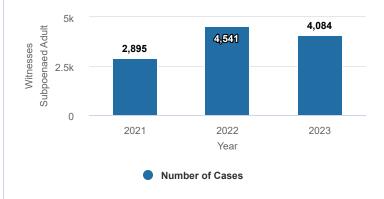
Prosecutor's Office - Number of Misdemeanor Warrants Authorized

Last Update: Nov 24, 2024 06:16:31

Number of Misdemeanor Warrants Authorized



Prosecutor's Office-Witnesses Subpoenaed Adult



Prosecutor's Office-Witnesses Subpoenaed Adult

Progress 0%

Family Law Division: Comply with Federal Regulations for Expedited Case Processing

Ongoing - Ongoing

Enter Support Orders in 80% of cases as required by Federal regulations

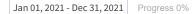
Significant Accomplishment Community Impact

Ongoing - Ongoing

Establish Paternity in 90% of cases as required by Federal regulations

Significant Accomplishment

Community Impact



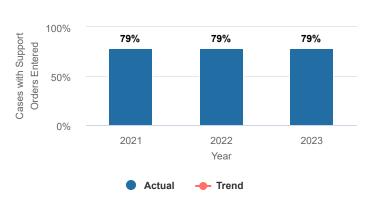
Complete 75% of cases within 6 months from service date and 90% within 12 months from service date as required by federal regulations.

Significant Accomplishment

Community Impact

Prosecutor's Office - Cases with Support Orders Entered (Federal Goal Is 79%)

Last Update: Nov 24, 2024 06:11:27

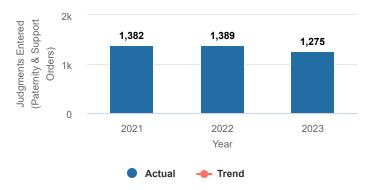


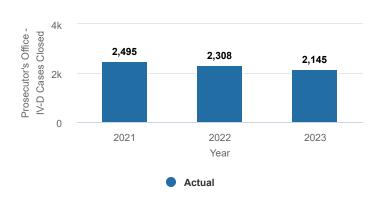
Cases with Support Orders Entered (Federal Goal Is 79%)

Prosecutor's Office - Judgments Entered (Paternity & Support Orders)

Last Update: Nov 24, 2024 06:13:36

Judgments Entered (Paternity & Support Orders)

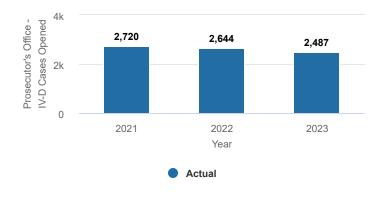




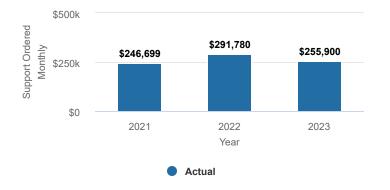
Prosecutor's Office - IV-D Cases Closed

Prosecutor's Office- IV-D Cases Opened

Prosecutor's Office - IV-D Cases Opened



Prosecutor's Office- Support Ordered Monthly

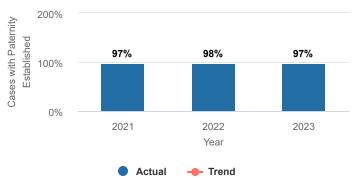


Prosecutor's Office - Support Ordered Monthly

Prosecutor's Office- Cases with Paternity Established (Federal Goal is 90%)

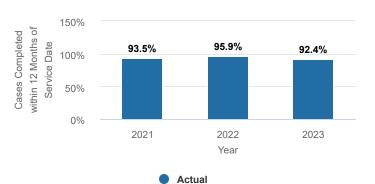
Last Update: Nov 24, 2024 06:15:17

Cases with Paternity Established (Federal Goal is 90%)

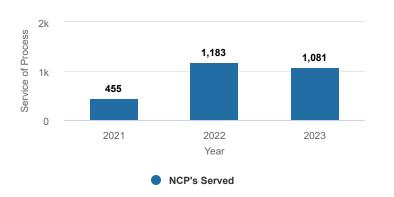


New Measure

Prosecutor's Office - Cases Completed within 12 Months of **Service Date**



Prosecutor's Office - Service of Process



Prosecutor's Office - Service of Process

Progress 0%

Juvenile Division: To represent the People of the State of Michigan at hearings involving delinquency, neglect/dependency, and matters of mental competency.

Ongoing - Ongoing

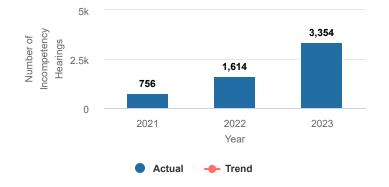
Effectively utilize staff and budget to perform statutorily mandated duties.

Significant Accomplishment

Community Impact

Prosecutor's Office - Number of Incompetency Hearings

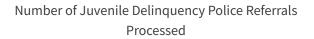
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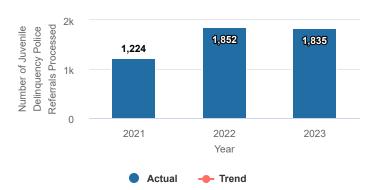


Number of Incompetency Hearings

Prosecutor's Office - Number of Juvenile Delinquency Police Referrals Processed

Last Update: Nov 24, 2024 06:11:29

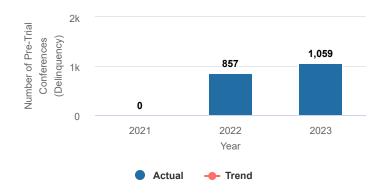




Prosecutor's Office - Number of Pre-Trial Conferences (Delinquency)

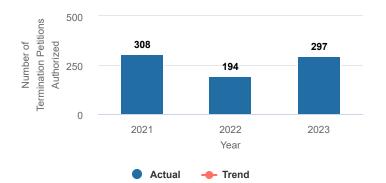
Last Update: Nov 24, 2024 06:12:45

Number of Pre-Trial Conferences (Delinquency)



Prosecutor's Office - Number of Termination Petitions Authorized

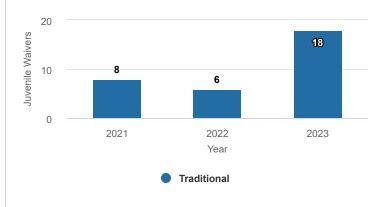
Last Update: Nov 24, 2024 06:11:28



Number of Termination Petitions Authorized

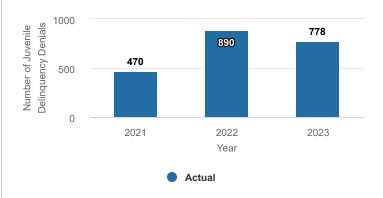
Prosecutor's Office-Juvenile Waivers

Juvenile Waivers



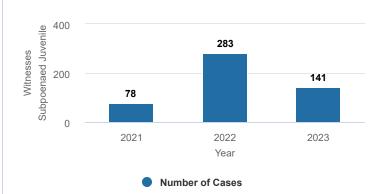
Prosecutor's Office-Number of Juvenile Delinquency Denials

Prosecutor's Office-Number of Juvenile Delinquency Denials



Prosecutor's Office-Witnesses Subpoenaed Juvenile

Prosecutor's Office-Witnesses Subpoenaed Juvenile



Victim/Witness Program: To protect and preserve the rights of victims by complying with the mandates of the Michigan Crime Victim's Rights Act.

Oct 01, 2020 - Sep 30, 2021 Progress 0%

Assist victims with court procedures and processes (courtroom accompaniment)

Significant Accomplishment

Community Impact

Oct 01, 2020 - Sep 30, 2021 Progress 0%

Inform victims of the Defendant's conviction and the victim's right to make a written or oral victim impact statement pursuant to MCL 780.763, 780.765, 780.792, 780.793, 780.823, and 780.825.

Significant Accomplishment

Community Impact

Oct 01, 2020 - Sep 30, 2021 Progress 0%

Provide notice of rights under section 780.756 within 7 days of the Defendant's arraignment

Significant Accomplishment

Community Impact

Oct 01, 2020 - Dec 31, 2020 Progress 0%

Provide victims with notice under MCL 780.786 within 72 hours of filing a juvenile petition

Significant Accomplishment

Community Impact

Oct 01, 2020 - Sep 30, 2021 Progress 0%

Provide notice under MCL 780.816 within 48 hours of arraignment

Significant Accomplishment Community Impact Oct 01, 2020 - Sep 30, 2021 Progress 0%

Provide the victim with an applicable post conviction notice form pursuant to MCL 780.763a(1), 780.791a, and 780.828a

Significant Accomplishment

Community Impact

Oct 01, 2020 - Sep 30, 2021 Progress 0%

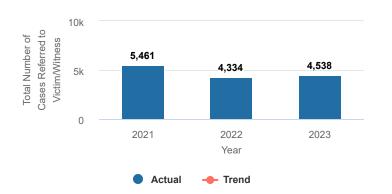
inform the victim of their right to receive notice of appeal pursuant to MCL 780.768a

Significant Accomplishment

Community Impact

Prosecutor's Office - Total Number of Cases Referred to Victim/Witness





Victim Impact Statement

Victim Impact Statement

Felony Cases

Juvenile Cases

Misdemeanor Cases

Post Conviction Notice

Notice of Appeal



RESOLUTION BY COMMISSIONER GREENE

WHEREAS, under Section 6.4 of the Operating Agreement between Kent County and the John Ball Zoo, the Zoo is required to prepare and present for approval a 10-year Master Plan; and

WHEREAS, the current Master Plan was approved by the County Commission on February 26, 2015; and

WHEREAS, the Master Plan is subject to the approval of the Board of Commissioners. If the Plan is not approved, the Zoo will continue to abide by the most recently approved Master Plan and must cooperatively work to address the concerns of the Board of Commissioners and seek approval of a revised updated Master Plan from the Board of Commissioners as soon as reasonably possible; and

WHEREAS, the enclosed Master Plan includes enhancements to exhibits, support facilities, guest amenities, and a parking configuration to accommodate regional growth; and

WHEREAS, in response to community feedback and the need for a green transition space between the urban environment and the John Ball Zoological Garden, a 375' greenspace extending from the east boundary of the Zoo property will be established; and

WHEREAS, the John Ball Zoo has expressed that this transition space is necessary for the success of the organization's operations; and

WHEREAS, pursuant to Rule 3.8a, Standing Rule 5.0(B)(9) is suspended as to allow the proposed Zoo Master Plan to be considered by the full Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the proposed John Ball Zoo 10-Year Master Plan which details and prioritizes capital investments on the Zoo site for the next decade.

Commissioner Greene moved adoption of the resolution.

Requires Majority Vote of Members Elect

John Ball Zoo Proposed Master Plan

Published September 2024



TESSERE

FORMERLY GLMVArchitecture

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Overview and Acknowledgements

The John Ball Zoo 2024 Master Plan Update was completed to create a pathway for growth and development of the Zoo as an essential community and regional asset and continuing their legacy as a leading zoological organization in the country. This plan was created with input from a variety of stakeholders from the Zoo's Board, Community, and the County Commissioners. The plan was facilitated and designed by TESSERE, formerly GLMV Zoos.

This plan is a living document. The ideas articulated in this document utilize information from previous Master Plans, facility assessments, and strategic plans to inform future development. It is used to guide the next steps with clear reasoning and purpose. As reasons, motivation, and funding change, the plan is intended to be flexible enough to adapt. This project did not have any specific time frame in mind; instead, it focused on assessing big ideas and determining how to best utilize, activate, and make the entire site accessible.

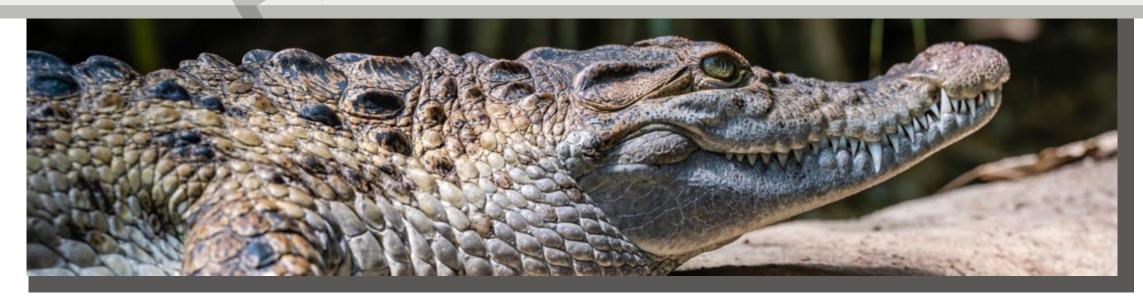
It is important to note that the images, habitats, borders, enterprise activities, guest amenities, pathways, and other specific or implied uses are representational to successfully operate a zoological garden. Additional habitats, guest amenities, service areas, buildings, etc., may be added to the plan or removed in order to meet the needs of the Zoo as they arise. All of these would not occur in the 150' buffer setback or the area labeled as 'Open Transition & Event Space' on Slide #11.

Special thanks to those who shaped this plan:

John Ball Zoo Staff: Peter D'Arienzo – CEO Andrew McIntyre – COO Allmon Forrester – VP of Planning & Sustainability Rachel Horos – Director of Strategic Impact Marcus Zevalkink – General Curator Ryan Colburn – Head Veterinarian Mark Janes – Master Planning Committee Chair

Various John Ball Zoo Board Members

TESSERE: Craig Rhodes – Principal Mike Clifford – Director of Innovation and Planning Dale Stafford – Zoological Designer



TESSERE



Overview from May Planning Sessions

Three input sessions on May 7

- County Commissioners
- Stakeholder Groups
- 10 Different Organizations
- Education Partners (GVSU), State Agencies (DNR), Local Conservation (LGROW), Impact Partners (Experience GR)
- Community
- Approximately 20 attendees
- 5 different Neighborhood Associations
- Buisness Associations
- Zoo Members, Guests, and Donors

Takeaways from May Planning Sessions

Key Themes

- Education Facilities
- Stakeholder Groups
- Conservation Facility
- Impactful Animal Facilities
- Leverage the Best Trends in Top 20 Zoos
- Ensure Long-term Financial Stability
- Embrace Natural Beauty Throughout Zoo Campus
- Re-engage Older Students Through Adventure
- Regional Destination
- Innovation and "WOW" Factors



TESSERE

Planning Process





The following objectives were developed for this Master Plan update:

- Ensure the best quality animal care and well-being for all animals that call John Ball Zoo home
- Create a fully accessible Zoo based on ADA requirements and the existing topography of the site
- Increase revenue opportunities and reduce operating costs based on site organization
- Create the groundwork for a winter zoo, allowing guests to experience the Zoo and animals throughout the entire year
- Establish specific concept areas that can be taken to the public for funding through private donation or voter support
 - Increase capacity of the Zoo to support 1+ million visitors a year
- Improve and increase zoological support
 and service areas
- Continue to foster a positive relationship with neighbors, maintaining access for the community and natural views for neighbors
- All new projects receive third-party green certifications



Objectives

Inspire the Heart

Inform the Mind

Create Safe Spaces



Site Analysis

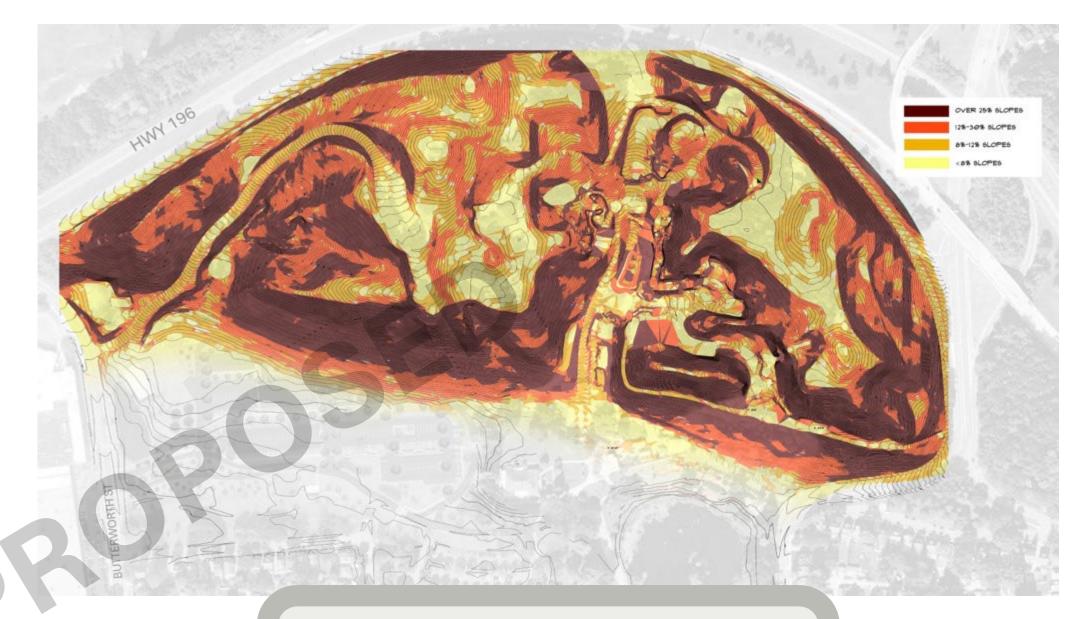
Topography is a major challenge at the John Ball Zoo. Also, the existing buildings, habitats, and infrastructure are all elements that are considered in the Master Plan.

In 2021, the John Ball Zoo commissioned a Property Condition Report. The findings of this 478-page report play a management role in the planning process.

Property Condition Report Prepared in Accordance with ASTM Standard E22018-15

Subject Property: John Ball Zoo 1300 Fulton Street West Grand Rapids, MI 49504

Project No. 211259 March 3, 2022



Slope Analysis

Additionally, this map highlights areas in red that have severe slope. This indicates areas that would be the most expensive to build on, especially structures. It also indicates where it would be very difficult and cost prohibitive to move people through and still meet ADA standards.

This map also shows relatively flat areas in yellow where future projects and structures could be located. The red areas can be identified as opportunity zones for animal areas for species that can handle slope and potential off-trail, adventure experiences for guests.





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Site Analysis



John Ball Zoo | Site Plan

The Master Plan for John Ball Zoo advances each of the objectives established with this Master Plan.

Some of the key proposed improvement projects are:

- Major Africa expansion including giraffe as a key species.
- New Entry Valley including otter and flamingo as part of the Waters of the World experience, new guest services, ticketing, gift shop, education building, and event venue adjacent to the pond.
- One of the largest indoor habitats in the country.
- New central plaza replacing the Treasures building and current café, including new sea lion as a key species.
- Overall improvements to enterprise centers.
- Improved guest pathways, circulation and wayfinding points.
- All areas west of the parking lots are designated for habitats, guest amenities, staff services, and enterprise activities essential to operating a successful zoological garden.







TESSERE

Site Plan

NEW OVERHEAD PROPOSED GONDOLA LINES NEU HABITATS



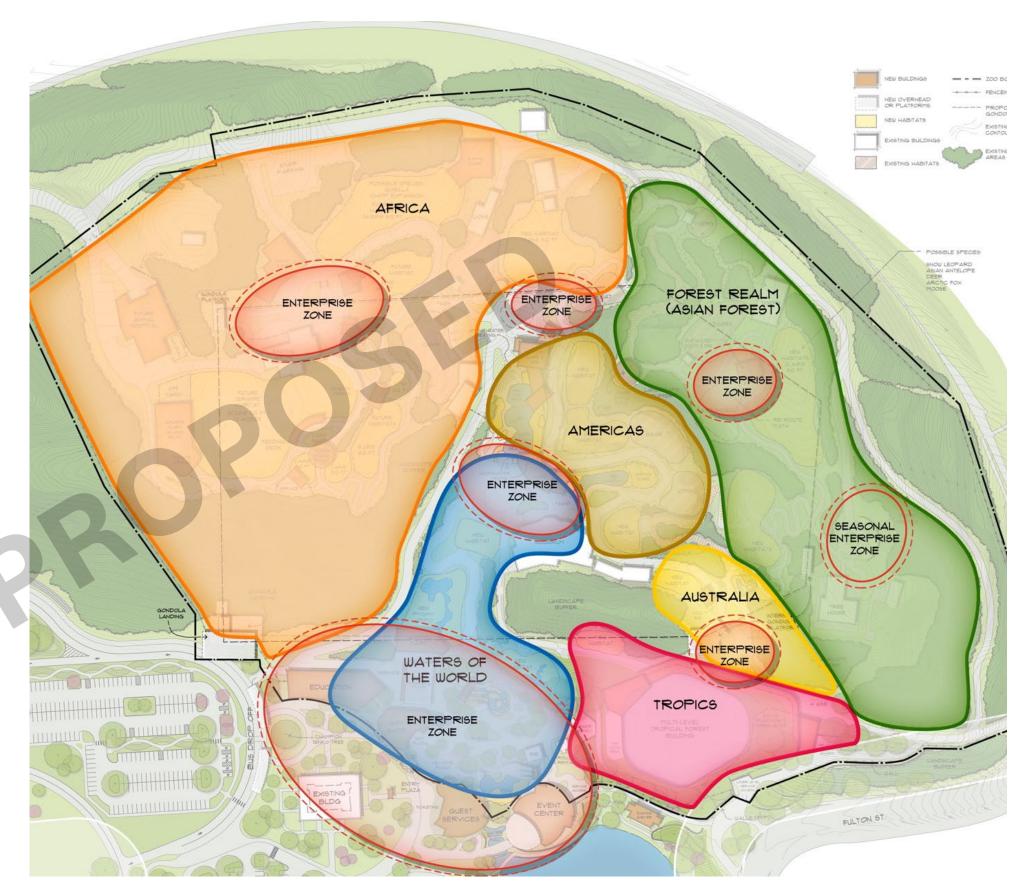
Zoo Organization | Enterprise and Zones

The topography of the Zoo is one of the greatest challenges to overcome and also creates unique opportunities to define specific zones. These zones are defined as primarily geographic; Waters of the World, Tropics, Australia, Forest Realm (Asian forest), Americas, and Africa.

Each zone, once accessed by guests, should provide a wholistic experience advancing the overall strategy of the organization. Because of the size and accessibility challenges, the goal would be to develop the experience within each zone to be a 45-75-minute experience for guests. Increasing this stay time and exposure increases our probability of "inspiring the heart and informing the mind while cultivating a customer-first mindset." This should increase both our philanthropic goals and financial goals as an organization.

Each zone should include:

- At least 1 key dynamic species
- A clear conservation story and action
- · Space for play
- Restrooms
- Classroom
- Food | varying degrees of food options from seasonal and mobile carts to full restaurants
- Retail | varying degrees from seasonal and mobile carts to brick-and-mortar facilites
- Rental Opportunities | ranging from outdoor temporary space to full-enclosed event venues
- Central Gathering Space | providing a wayfinding hub for guests and space for special events
- Revenue Opportunities | adventure ropes courses, carousel, and others



Zoo Organization





Circulation Recommendation

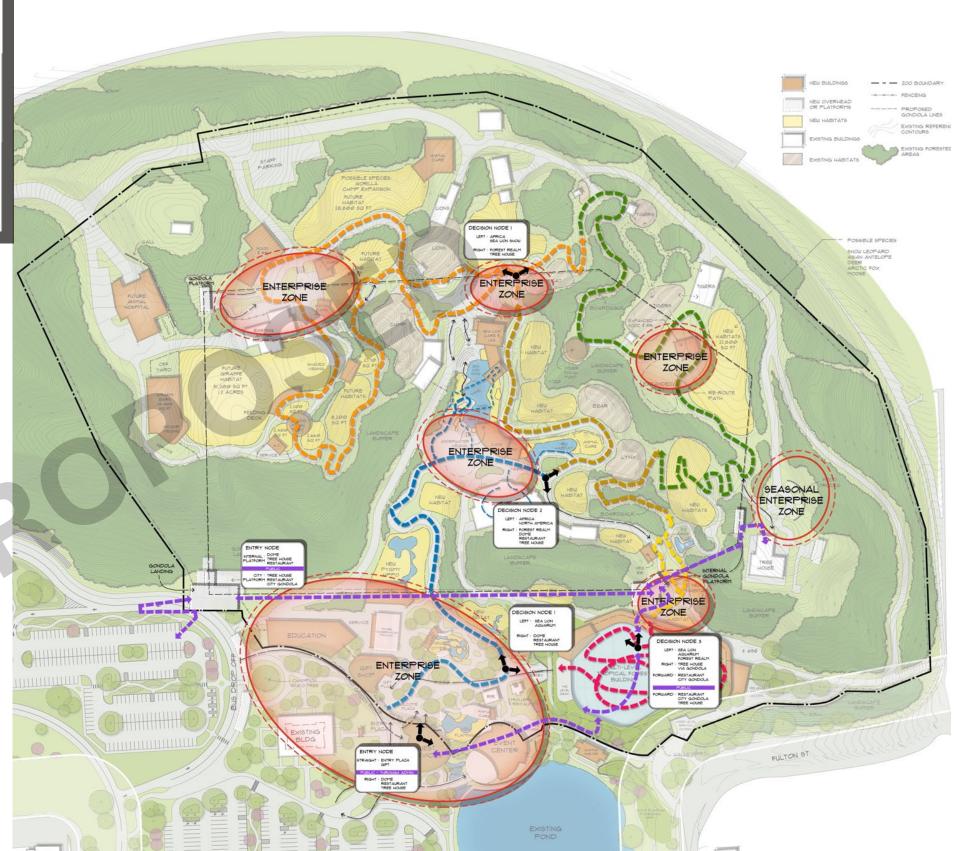
We tested a variety of circulation patterns for guests. The site as it is now creates confusion and scenarios where guests must double back or get lost. We first tested the idea of a clover leaf pattern on this site, shown above. Attempting to always bring guests back to a central enterprise node, allowing the Zoo to reduce staffing and operating costs. As seen in the diagram, the cost and complexity to achieve an ADA path was determined to be undesirable.

The Wayfinding and Decision Node site plan here shows recommended pathways to experience the Zoo. By closing off select pathways to guests and reducing the number of decision-making points, we can streamline the visitor experience. This circulation pattern allows for a "one-way" zoo experience. Guests could follow a recommended path and be sure to experience everything at the John Ball Zoo. This recommended pathway is also completely ADA accessible.

A continued opportunity for the Zoo is how to move guests from the main entry to the Tree House. Currently, the funicular serves this function but has regular maintenance issues and is unreliable. Long-term, the new indoor habitat would be ADA accessible with elevators to move people to the mid-level of the Zoo, and an internal gondola system would take people up to the Tree House.

Long-term development of the Zoo also considers an internal gondola system that takes people from the front entrance area, to Australia, to the Tree House, to the Forest Realm, to Africa, and back.

TESSERE



Wayfinding & Decision Node Plan

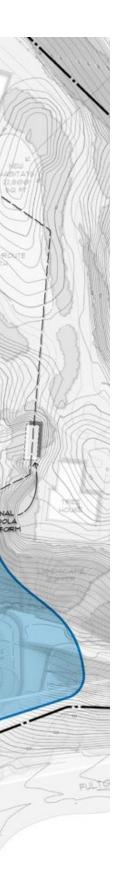
8

Future Winter Zoo

An objective of this plan is to set the foundation for the Zoo to have a winter zoo experience. The Zoo currently closes in the winter; however, this plan and the improvements suggested would create a substantial winter season experience. All areas of the Zoo would be open with animals, excluding the Africa Zone. This would allow the Zoo to increase revenue potential on shoulder seasons and potentially off-season primarily through rental and event revenue. Additional financial calculations would need to be completed to determine the viability of remaining open year-round.

Future Winter Zoo

EXISTING BLDG







HGHWAT 196

This map describes the development of service access. This shows which service pathways will be shared with visitors and which are behind the scenes with secured, safe access. The goal is to create as much secured, staff-only access as possible. Larger facilities requiring significant life support systems or catering and food deliveries will require more substantial access points.

TESSERE

Service Access

EXISTING BLDG







With the continued urbanization and growth of Grand Rapids, the creation of a transition zone is ideal for Zoo guests; this zone sets the stage that guests are leaving the structured chaotic hardscape of a thriving city center and entering the oasis of a conservation-based zoo. Zoos are not zoos without guests, and guests consistently ask and require parking that is convenient, safe, clean, paved, and barrier free; research consistently supports this.

Therefore, the ideal parking plan starts with an entry drive with transition space on one side with paved guest parking on the other side. This creates the foundation of the parking plan to serve our quests.

The Guest Parking Plan is as follows:

- parking.

- established.

- available, convenient, and financially viable.
- · Construct the new east parking lot.

 Construct a parking garage with 2,000+ spaces if financially viable. While guest offsite parking won't remove the need for a parking garage (lack of anticipated adoption), it is nevertheless an important part of the parking strategy, assuming its proximate, convenient, and financially viable.

The Zoo will save as many mature trees (i.e., trees with a trunk diameter at breast height [DBH] equal to or greater than 15") as possible in the grove north of the current parking lot and south of the existing pond (see Exhibit A). Any removal of trees with a DBH equal to or greater than 15" (measured at 4.5 feet above ground level) within this defined area will require approval by the Kent County Administrator.

This is one visualization of the parking orientation west of the drive. The exact orientation and placement of parking and drive would be determined at the time architectural and engineering drawings are prepared.

Parking

Guest Parking Plan

• Effectively immediately no parking shall be permitted within 225' of the property line along Valley Avenue, and the first 225' shall be restored to its original condition prior to grass

A transition zone will be established at least 375' from the property line along Valley Avenue extending from south to north to the fountain.

• The entry drive and sidewalks shall be located outside of the transition zone.

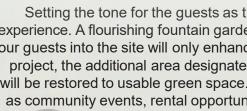
• Within the transition zone, but at least 300' away from the property line, a bioretention garden swale (as regulated by EGLE), lighting for the entry drive, tree planting buffer, and potential physical barriers to prohibit vehicles from entering the transition zone will be

 Once the new east lot is constructed, no parking will be permitted east of the entry drive (at least 375' from property line). All Zoo parking will be West of the entry drive.

In order to prioritize parking for Zoo guests, the following strategy will be utilized: Utilize offsite parking for employees and volunteers to free up onsite paved parking, if

Explore offsite guest parking if proximate, convenient, and financially viable.





Sustainability and Green Practices Leader

The John Ball Zoo is already a leader in green practices and investment in sustainability in the forms of water, energy, and material management as well as stewardship of the physical land, plants, animals, and environment the Zoo cares for. All capital projects moving forward will achieve some sort of third-party green certification. Options include and are not limited to LEED, SITES, Living Building Challenge, and Net-Zero.





TESSERE

Zoo's Front Door

Zoo's Front Door

Setting the tone for the guests as they arrive at the Zoo is critical for a successful zoo experience. A flourishing fountain garden area to greet our guests and open spaces that invite our guests into the site will only enhance their visit. Upon completion of the current parking lot project, the additional area designated on the map as the Open Transistion & Event Space will be restored to usable green space. This space will also allow the Zoo to host events such as community events, rental opportunities, revenue opportunities, Zoo activities, and more.



Project Concepts Overview

FUTURE GIRAFFE HABITAT BI 200 50 F

> EXISTING BLDG

Each project identified helps advance the overall objectives of the Master Plan. Expressed here are the design intent, conceptual site plans, and illustrations and renderings created to help cast the vision for experience. Each of these would need to be advanced into full-concept design and programming. Animals depicted are representative and may vary into the future.

Opinions of probable budget are estimated based on 2024 square footage estimates. These are all in estimate numbers considering construction dollars and soft costs.

Project Concepts Overview







Africa Expansion

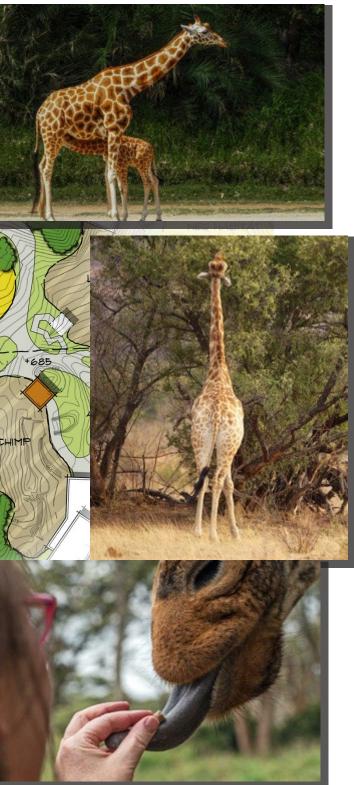
Design Intent:

- This major expansion would create ADA pathways up the hill starting in between existing chimpanzee and lion habitats. This gives us the longest run to accomplish increased access.
- Major habitats include a 51,000+ sf giraffe and mixed-species yard, a great ape (gorilla or chimp expansion), two additional larger (5-15,000 sf) yards, and roughly 4 smaller (2-3,000 sf) yards with undetermined species at this time.
- A new giraffe barn, utilizing mostly flat ground, will provide guest indoor viewing.
- Working with the current animal hospital's location while also setting aside space for a future animal hospital when needed.
- An internal gondola landing station.
- New permanent food and restroom building.
- Staff and service access from the west side, up the hill, allows for large deliveries and animal shipments as needed.
- John Ball Zoo has a natural asset in its tree coverage. These habitats would look to retain tree cover as much as possible.
- The steep elevation and slopes to the east allow for an adventure course, ropes course, or some additional paid experience to take place.
- Giraffe feeding deck to create an immersive experience for guests and a revenue opportunity.
- Most habitats are designed so that guests are looking up hill toward animals, helping foster a sense of awe and respect for animals and the natural world.



TESSERE

Africa Expansion







Africa Expansion



Entry Valley

Design Intent:

- Overall aesthetic is to create a Michigan modern style, complimentary of the trees, natural curvature of the hilly landscape, and to blend into the overall natural space.
- Design experience should be a "wow" factor. A sense of water as essential to the space. Timeless design.
- Build the capacity of the front entry and exit to handle 1+ million annual visitors.
- Build capacity for staff, administration, and education.
- Third-party green certification. Be on the cutting-edge of sustainability.
- To expand the Waters of the World experience down the valley.
- To better orient the main entrance to the future parking expansion to the south.
- To be overt with our conservation message, why this matters, and how John Ball Zoo is saving animals.
- All areas serviceable by vehicle access.
- Lots of various meeting rooms, classrooms, rentals, multi-purpose spaces.
- Retain access and operation of funicular while front entry is constructed.
- Retain the current gift shop and repurpose it in some creative and meaningful way.
- Additional animal habitats may be phased in before the addition of the South American Forest building.
- Existing Administration building may be removed to improve guest flow or increase space for future Education building.



TESSERE







Arrival and Wayfinding

Design Intent and Goals from Conceptual Workshop:

- Great guest flow from parking; planned Education building needs "breathing" room from primary guest entry flow.
- First impression animal experience and animal interaction.
- Gathering space before and after ticket validation.
- Draw people into the Zoo so they don't gather past ticketing.
- Wayfinding upon arrival and once in the Zoo.
- Donor recognition.
- Group entry for school groups.
- Adjacent to main entry (staffing).
- Current max is 2,500 per hour.
- Guest Amenities:
- Seating
- Stroller and Wheel Chair rental
- Restrooms (current restrooms are at capacity)
- $\circ~\mbox{Snack}$ food
- ∘ Art



TESSERE





Event Center

Design Intent:

- This premier Michigan event venue will work complimentary with the flamingo habitat on the west side of the building and the pond to the east. This will be one of the largest and most desirable event locations in the region.
- The event venue can be a large venue for roughly 400 people or split into two spaces, flamingo side and pond side, both holding about 200 people, respectively.
- It has direct access from the parking lot without coming in through the Zoo main entrance.
- General public can still walk alongside the water.
- Waterfalls welcome guests into the event venue vestibule.
- Both venue sides offer exterior decks creating experiences to the pond or to the flamingo habitat.
- Full kitchen and ample storage can all have direct vehicle access from behind the scenes.
- Two separate green rooms available for VIPs or bridal parties.



TESSERE

Event Center





Event Center



Design Intent and Goals Based on Collaborative Workshop:

Overall Site | Conservation Message: Saving animals & water conservation

Guest Experience

Operational Goals

- Water is integrated into the broader design of the Zoo
- Third-party green certification
- No dominant views of mesh
- Intimate pathways (immersive)
- Aligns with entry flow and wayfinding
- Shade opportunities
- Animal encounters adjacent to front entry
- Thoughtful areas for accessible design
- Observable direct contact training areas
- Natural behaviors
- Feeding opportunities
- Innovative viewing
- Water feeding view
- Care facility view
- View beneath feet

- LBC/Solar/Green Roof/ Geothermal/Bird-strike-safe glazing
- Service access and vehicle access (particularly for LSS)
- Behind-the-scenes tours
- Efficient operations: location and distance in facilities
- Lighting design
- Sound system design
- Geothermal to prevent freezing
- Flamingo access into plaza



TESSERE

Flamingo Habitat







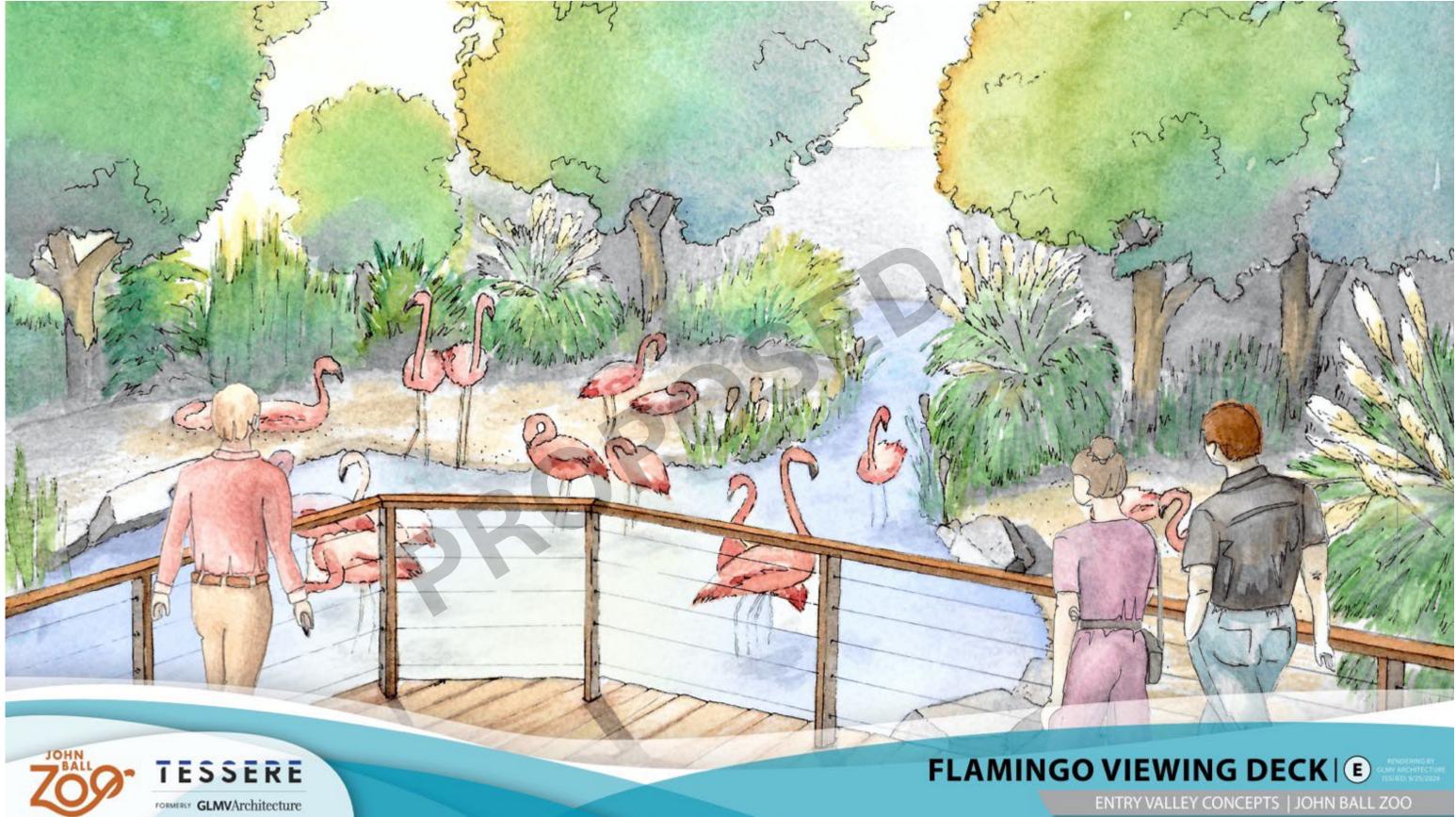
- Animal Program Goals
- Multiple feeding spaces
- Larger flock
- "Flamingo-Mingle" experience where the flamingos leave the habitat and walk into the Entry Plaza
- Foot bath areas for treatment inside
- Topography in the habitat
- Care facility with significant water area that can be open during prime seasons and closed during inclement weather with garagestyle doors
- Heated (35 degrees) water to allow year-round access and prevent freezing of water
- Predator prevention
- Mitigate competition from local fly-ins
- Meet and exceed standards for AZA
- Flamingo walk integrated into daily exams
- Increased and enhanced complexity of off-exhibit areas
- Natural filter feeding



Flamingo Habitat

TESSERE







New Gift Shop

Design Intent:

- Gift Shop can flow out into the Entry Plaza to draw people in.
- Guests can choose to bypass the Gift Shop to exit. No forced walk through.
- Gift Shop can be serviced behind the scenes by vehicles.
- An animal habitat exists connected to the Gift Shop, preferable if viewing can happen from the inside.
- Match the look and feel of other buildings in the Zoo entry.
- Space for storage and for staffing.



TESSERE

New Gift Shop





New Gift Shop



Existing Gift Shop Renovation

Design Intent:

- This structure is in good shape and would remain in use, repurposed into a future Education Pavilion for guests to learn about the conservation work being done at the John Ball Zoo.
- Its location adjacent to the Entry Plaza makes for great education access and public access.

Pond Pavilion

Design Intent:

- If possible, try to retain and repurpose this structure. The best conservation we can do is giving new life and purpose to old structures and keeping carbon out of landfills.
- It has good structure and adjacency to the pond. It could be an additional small rental facility or included with rental of the entire event venue.
- Ensure community access to the pavilion.



TESSERE

Existing Gift Shop & Pond Pavilion





Guest Services, Ticketing, and Membership Services

Guest Services, Ticketing, & Membership Services **Building**

Design Intent and Goals from Conceptual Workshop:

- Two-part entry (dynamic pricing).
- Four to six ticket windows with space for people to pass as they're coming and going. Membership, Guest Services, and online orders impact quantity of windows needed.
- Membership area connected to primary ticketing flow.
- Clear indication of ticketing versus Front Entrance so lines won't conflict with one another. Plan for 1+million visitors.
- Space for ticketing, Membership, and Guest Services staff.
- No separate space for education entry from main visitor experience.



CONSERVATION EDUCATION CENTER (CEC) CONCEPT SITE PLAN



TESSERE

Conservation Education Center

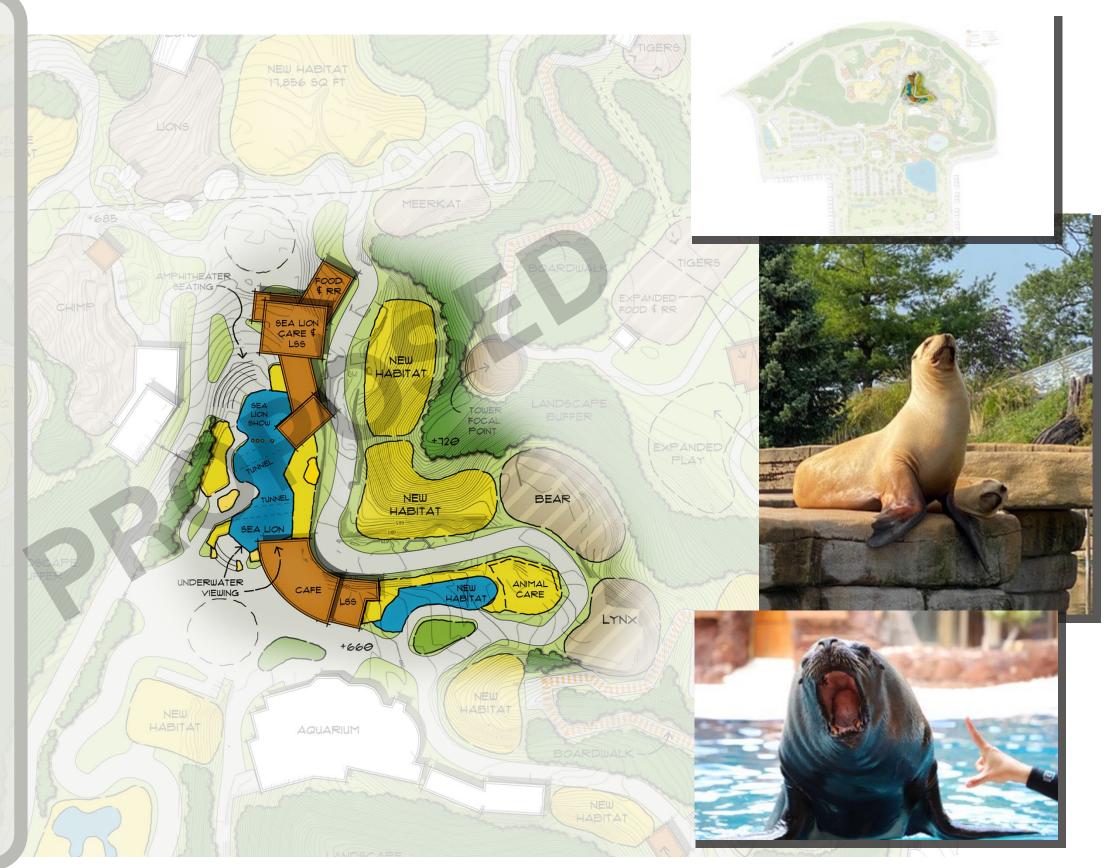
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Sea Lion & Central Plaza

Design Intent:

- This the central plaza for the entire Zoo. This is a space where people will most likely pass through multiple times during their visit. This is a major decision node where you can choose to go down to Waters of the World, into the Americas, into the aquarium, or head up the boardwalk to the Forest Realm or Australia and the South American Forest. This space needs to be clear in how it orients the guest experience.
- A major cutting-edge sea lion habitat will be the focus of this space. Sea lions will have deep and shallow water, dynamic water currents, multiple beach areas, and rock outcroppings to climb on. Guests can experience the sea lions through an underwater viewing opportunity, from the rooftop deck of the Café, or through a series of tunnels that take you through the water and into the animal care building where you learn about the amazing care these animals receive. This habitat would mark the return of sea lions to John Ball Zoo.
- Guests also have the opportunity to see a sea lion demonstration at the west end of the habitat while sitting in the built-in amphitheater. This allows the Zoo to teach and inspire people to conserve and care for these animals and the waters of the world they rely on.
- The care building and life support building provide world-class care and well-being for the animals.
- An additional new habitat will allow for another species to start the "Americas" journey as guests head up toward lynx and bear. Additional new habitats will replace the ones currently above the Treasures building, which will be demolished.
- The guest pathway currently walks next to the Monkey Island Café and up toward the meerkat habitat. We recommend closing this off as a public throughway. It can be a release valve after sea lion demonstrations but would not be open during the regular operating hours. This will help streamline wayfinding.



Sea Lion & Central Plaza



South American Forest

Design Study:

The South American Forest is to be one of the largest and most dynamic, experiential, fullyconditioned habitats in the country. We want people to be immersed and amazed at the life that can exist in the forest.

At the Master Plan level, we wanted to test for the best location, size, format, and design of this habitat. Note: the Master Plan studies the overall concept and site where the habitat should go.

Design Intent:

- To provide direct access and entrance off the Zoo's main entry plaza.
- To create an ADA-accessible pathway in a conditioned space for guests to reach the second plateau of the Zoo near the big red barn. (Entry plaza at 620' to red barn at 661').
- A fully-conditioned, immersive, year-round experience for guests.
- To create homes for many of the animals displaced when the Treasures building is demolished.
- To create one of, if not the best and largest, indoor habitats in the continent.
- Third-party green certification.



TESSERE

South American Forest Concept



For reference, Gondwanaland in Germany is one of the largest indoor zoo experiences on the planet, and the Henry Doorly Zoo's Lied Jungle is one of the largest indoor tropical forests in the United States. This site gives you a reference of their size on this site. We tested a series of smaller footprint buildings like the Eden project in the UK. The complexity and slope of the site makes it cost and experientially prohibitive. The grand, awe, and wonder experience desired is better facilitated through one larger contiguous structure.

Due to water sheds, run-off basins and the steepness of slope, and the need for parking to the south of the main entrance, it was determined the best location for the habitat is to utilize the relatively flat land and parking area to the north of the entrance and work up the hill. The indoor area needed to have direct access to the main entry plaza, and it was ideal if it allowed conditioned, ADA pathways to get from the entrance plateau to the Zoo's middle plateau near the red barn.



TESSERE was asked to develop the Master Plan location into a concept. During discussion, it was determined that the design should focus on representing the Tropical Forest of the Amazon River. Below is the outline of programming goals determined during our first workshop. Additional site plans and renderings included are in draft form at this point.

Animal Goals

Guest Experience Goals

- Have a taxonomically diverse collection of animals that represent some form of forest ecosystem
- Use verticality

Operational Goals

- Year-round, fully climate-controlled space
- Third-party green certification
- More Cal Academy from a building type, less Gondwanaland
- Full-service restaurant
- Potential for views into an atrium space
- Nice to have if there is a way for people to get up to the red barn area through an ADA pathway

- Big WOW views
- 45-90-minute experience
- Parallel play
- Create a multi-level journey with intimate experiences
- Full-service restaurant
- Immersive experience (more LEED Jungle, less Cal Academy)
- Classrooms, event areas, meeting spaces
- Comprehensive sensory
 experience
- Water feature/water ride
- Adventure



South American Forest Concept Goals

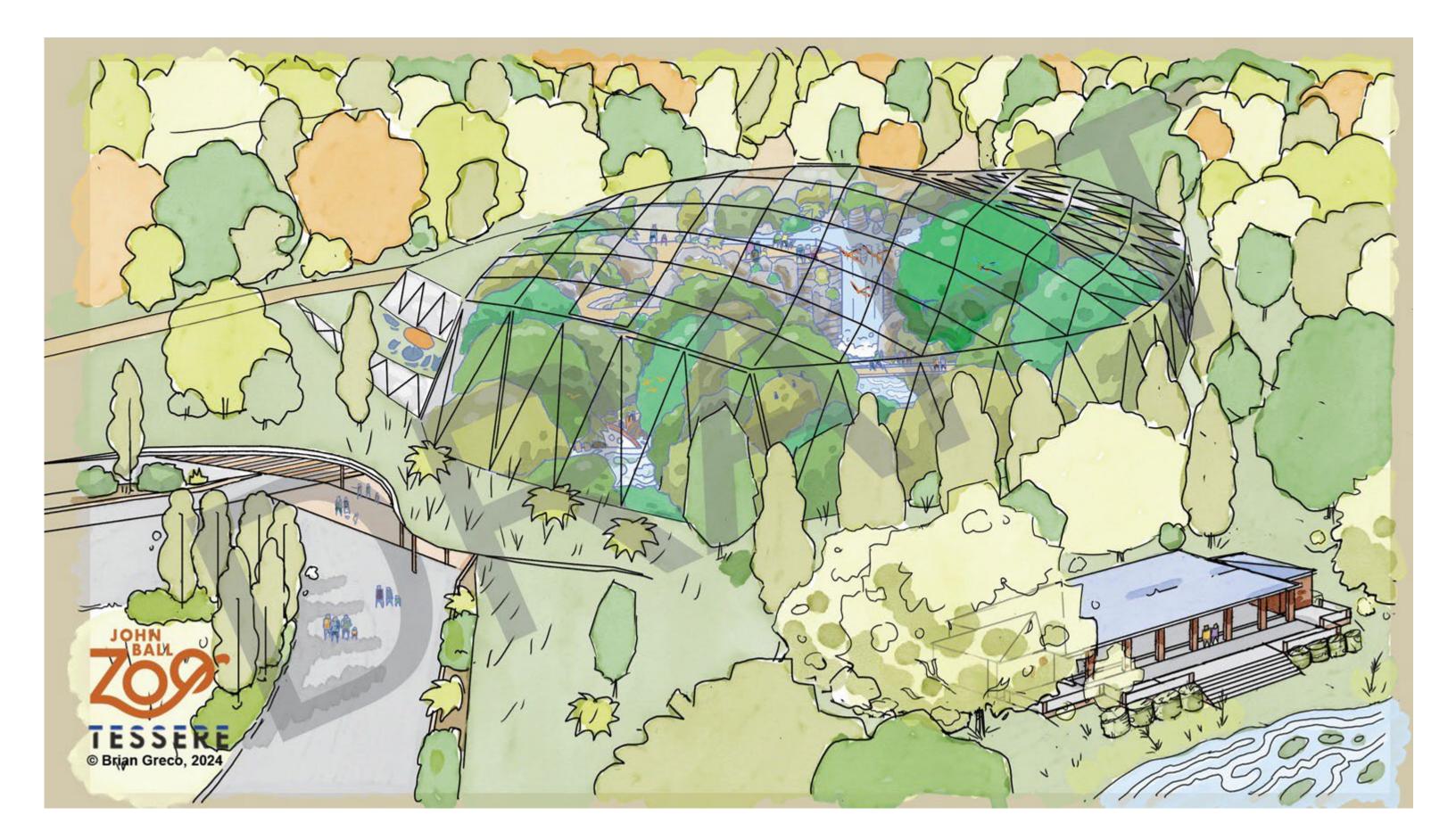




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South American Forest Concept

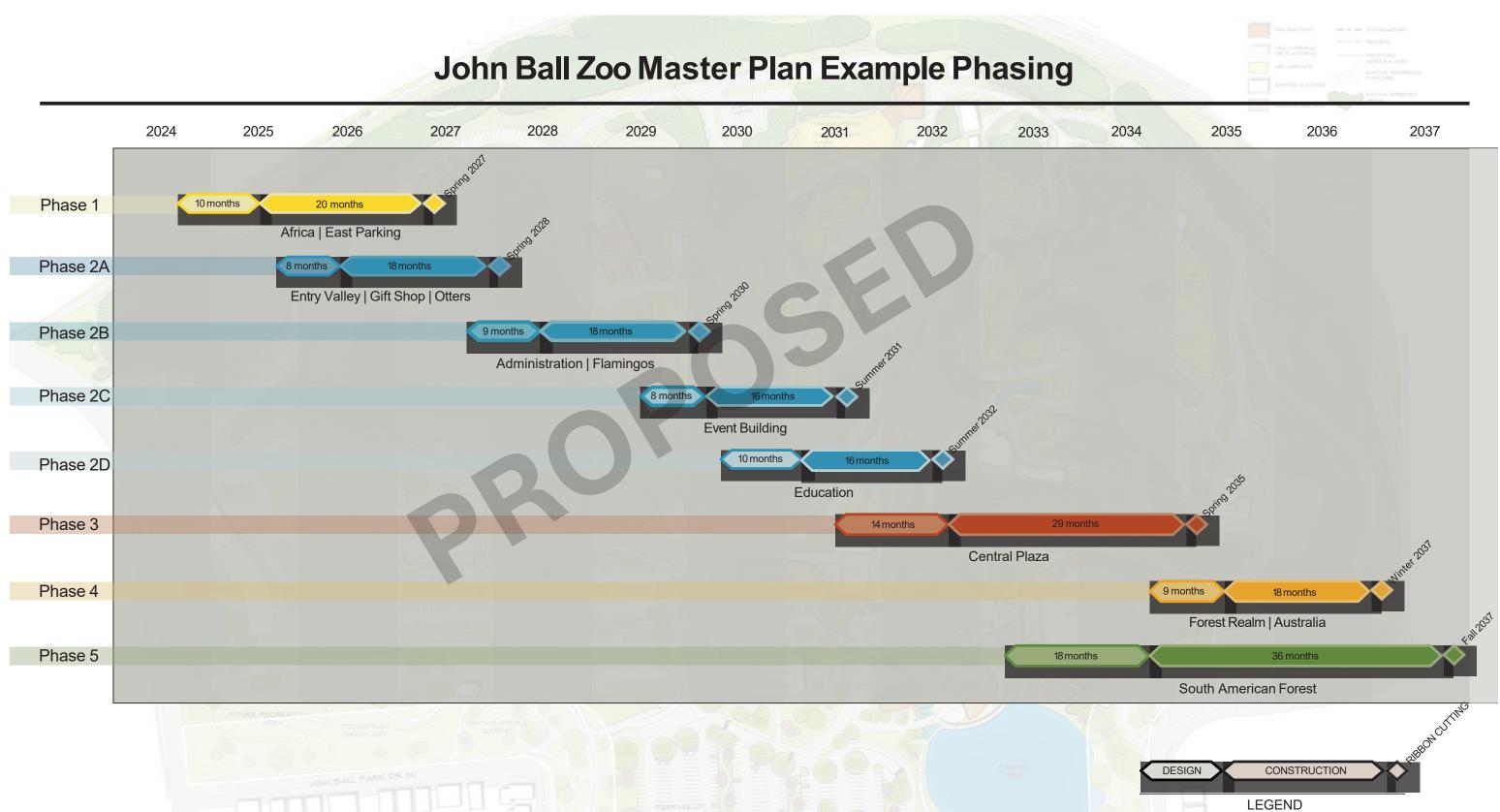




South American Forest Concept



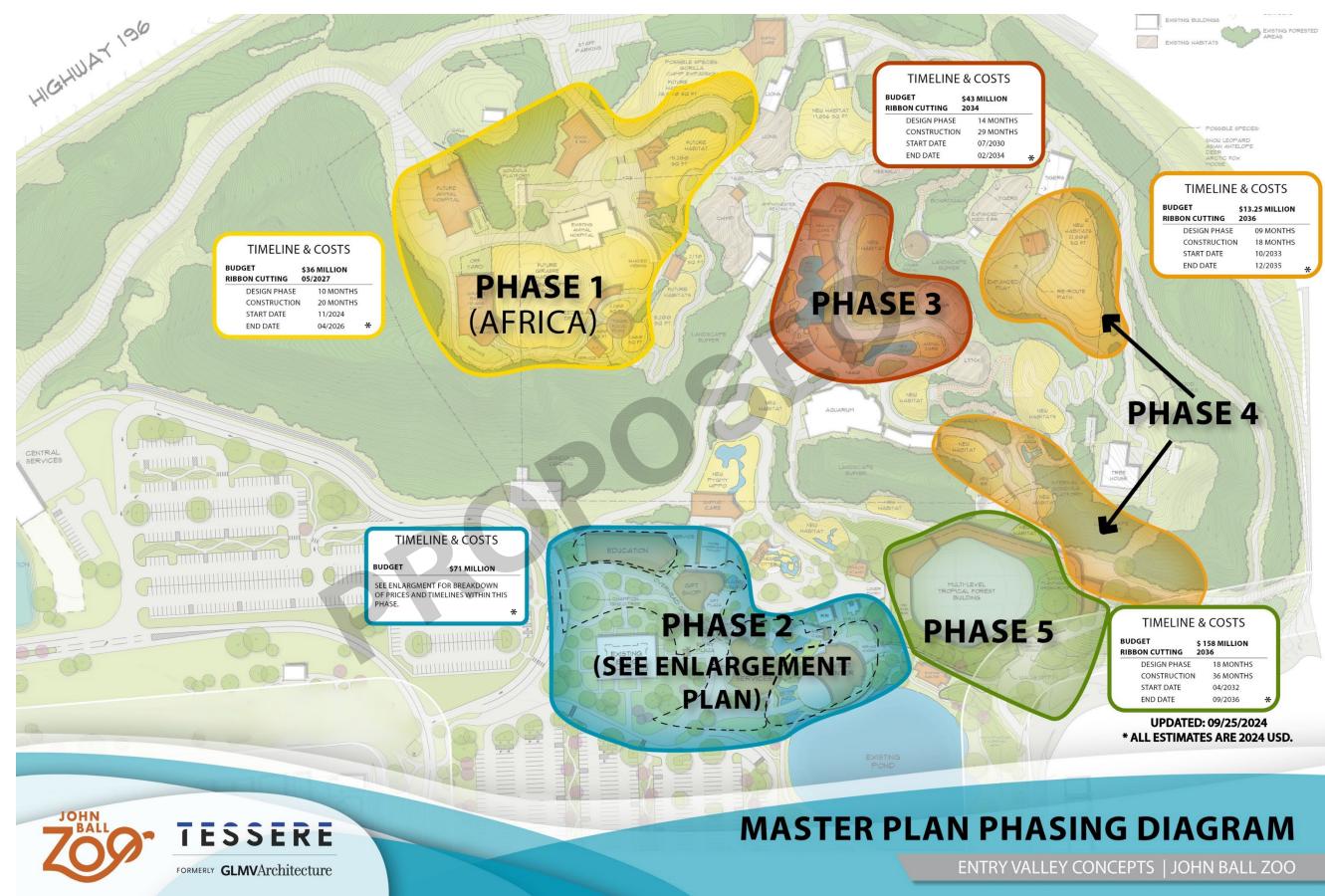
John Ball Zoo Master Plan Example Phasing



TESSERE

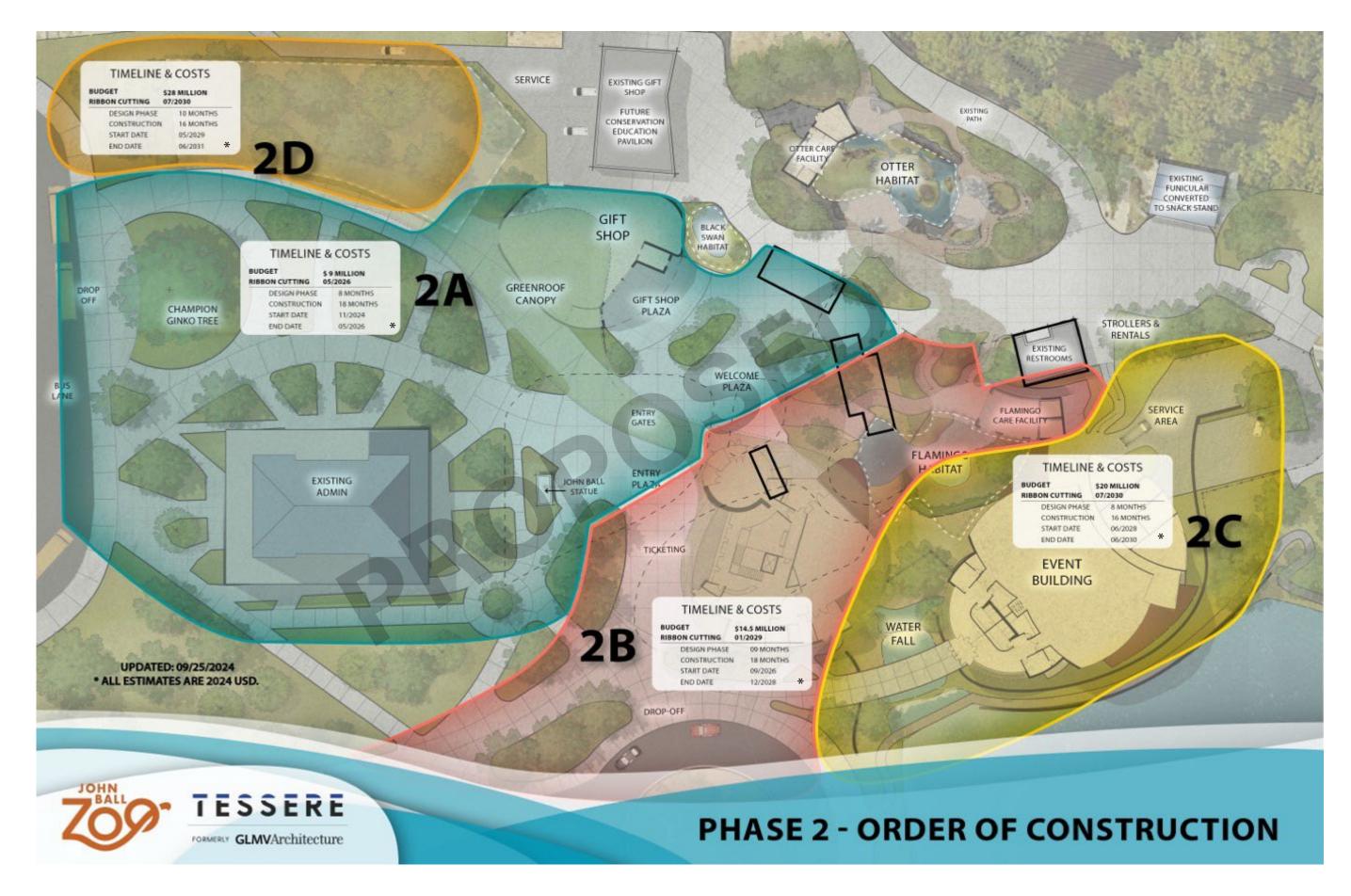
Master Plan Phasing Timeline





Phasing Plan





TESSERE

Phase 2 Enlargement Plan





Opinion of Probable Budget Details

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Exhibit A - Tree Grove





Thank You

TESSERE

FORMERLY GLMVArchitecture

COUNTY OF	Committee:	Finance & Physical Resources	Meeting Date:	11/19/2024
	Committee:		Meeting Date:	
	Board of Com	missioners	Meeting Date:	12/5/2024
KENT	Requesting De	epartment/Office: Fiscal Services		
MCHIGAN	Prepared By:	Jeff Dood, Fiscal Services Director		
	Agenda Item:	Gerald R. Ford International Airpor Bonds, Series 2025	t Authority – Reve	enue Refunding

Action Requested:

Recommend to the Board of Commissioners to authorize the issuance of Gerald R. Ford International Airport Authority (Authority) - Revenue Refunding Bonds, Series 2025.

Summary of Request:

- Authorized under Act 95, Public Acts of Michigan, 2015, the County is permitted to form the Authority and to issue revenue bonds in accordance with Act 94, Public Acts of Michigan, 1933, as amended.
- The proposed resolution will authorize a bond refunded by the Authority in an amount not to exceed \$78,000,000 of Series 2015 Refunding Bonds and Series 2015 Revenue Bonds and the pledge of the County's "Limited Tax Full Faith and Credit" on the bonds.
- The County Fiscal Services Director is authorized to execute a certificate of the County to comply with the continuing disclosure and all other documents, as necessary, in order to close on the issuance of the proposed bond; the County Administrator and Chairperson of the Board of Commissioners are each authorized to prepare and approve portions of the official statement that pertain to the County.
- The bond proceeds will be used to refund 2 series of the 2015 Series Bonds, maturing between 2026-2037 at an estimated savings of \$6.45 million.
- Staff anticipates closing on the bonds prior to June 30, 2025.
- Bond Counsel has reviewed all documents.

Financial Information:

Total Cost: Included in Budget: N/A Funding Recommendation: Cost of Issuance to be paid from Bond Proceeds This action relates to activity which is: Non-Mandated **Approval/Review:** Governing/Advisory Board Approval: Gerald R. Ford Airport Authority Board -10/30/2024 Date: 11/12/2024 Corporate Counsel: Human Resources: Deputy Administrator: Fiscal Services: JKJ 11/13/24 KH 11/13/24 BM 11/13/24 Ala L. Vauluberg Date: Recommended by County Administrator: 11/14/2024

Misc. Resolution No. 12-05-24-133

Resolution re Gerald R. Ford International Airport Authority Revenue Refunding Bonds, Series 2025

The following resolution was offered by Hildenbrand and seconded by

_____:

WHEREAS, the Board of Commissioners of the County of Kent, State of Michigan (the "County") has heretofore, by resolution adopted on March 23, 1995, as supplemented on January 6, 1998, December 17, 1998, August 23, 2007, February 12, 2009, March 12, 2009, September 8, 2011, December 18, 2014 and February 12, 2015 (collectively, the "County Resolution"), pursuant to Act 327, Public Acts of Michigan, 1945, as amended ("Act 327"), authorized the issuance of revenue bonds and revenue refunding bonds in accordance with Act 94, Public Acts of Michigan, 1933, as amended ("Act 94"), which bonds (collectively, the "County Bonds") were issued pursuant to Act 94 for lawful purposes relating to the Gerald R. Ford International Airport, formerly known as the Kent County International Airport (the "Airport"); and

WHEREAS, on September 2, 2015, the County formed the Gerald R. Ford International Airport Authority (the "Authority") upon the filing of Articles of Incorporation (the "Articles of Incorporation") with the Michigan Secretary of State, and in accordance with Act 95, Public Acts of Michigan, 2015 ("Act 95"), which amended Act 327 by adding a new Chapter VIIA to provide for the establishment, powers, duties and obligations of regional airport authorities, in order to enable the Authority to exercise its powers under Act 95, to provide for the transition of operations of the Airport and for the transfer of Airport assets and aviation facilities (as defined in Act 95) from the County to the Authority pursuant to an Assignment and Assumption Agreement (the "Lease"), both between the County and the Authority and dated as of December 17, 2015 (the Assignment and Assumption Agreement and the Lease, collectively, the "County Agreement"); and

WHEREAS, the County Agreement became effective as of July 1, 2016, upon approval by the Federal Aviation Administration of the transfers described above; and

WHEREAS, pursuant to the Lease and by resolution adopted by the Board of the Authority (the "Board") on July 27, 2016, the Authority assumed all obligations of the County with respect to the outstanding County Bonds (the "Outstanding Obligations"), including but not limited to compliance with all covenants and obligations set forth in the County Resolution; and

WHEREAS, all of the Outstanding Obligations are payable from and secured by a first lien on the Net Revenues (as defined in the County Resolution and the hereinafter defined Authority Resolution) and are secured secondarily by a pledge of the County's full faith and credit pursuant to an agreement by the County to advance sufficient funds from its general funds to pay principal of and interest on the Outstanding Obligations in the event the Net Revenues and amounts

of deposit in the Bond Reserve Account established under the County Resolution and the Authority Resolution are not sufficient to make such payment (the County's ability to levy taxes to advance such funds being subject to constitutional and statutory limitations on the taxing power of the County); and

WHEREAS, the Authority is authorized under Act 95 to issue revenue and revenue refunding bonds in accordance with Act 94, including to refund Outstanding Obligations; and

WHEREAS, the Revenue Refunding Bonds, Series 2015, issued by the County under the County Resolution in the original principal amount of \$93,930,000 and Revenue Bonds, Series 2015, issued by the County under the County Resolution in the original principal amount of \$14,595,000 (together, the "Series 2015 Bonds"), remain outstanding in the aggregate principal amount of \$80,285,000; and

WHEREAS, the Authority by resolution adopted by the Board on September 26, 2018, as amended and supplemented on February 26, 2020, supplemented on May 26, 2021, amended on August 25, 2021, amended on October 27, 2021, supplemented on August 31, 2022, amended on June 28, 2023, further amended on April 24, 2024 and further supplemented on October 30, 2024 (collectively, the "Authority Resolution"), authorized the issuance of refunding bonds in a principal amount not to exceed \$78,000,000 (the "Series 2025 Bonds") to refund all or a portion of the outstanding Series 2015 Bonds, payable from and secured by a first lien on the Net Revenues, on a parity basis with the Outstanding Obligations; and

WHEREAS, pursuant to the Articles of Incorporation, the Authority shall not incur indebtedness pledging the Net Revenues on a parity basis with indebtedness for which the full faith and credit of the County has been pledged, unless the County first approves by resolution the issuance of such indebtedness; and

WHEREAS, Section 148(4)(a) of Act 95 provides that on request of the Board, the County may pledge its limited tax full faith and credit with respect to bonds issued by the Authority; and

WHEREAS, the Board, in the Authority Resolution, has requested the County to pledge its limited tax full faith and credit with respect to the Series 2025 Bonds; and

WHEREAS, the Authority Resolution also provides that if the Net Revenues and amounts on deposit in the Bond Reserve Account are not sufficient to pay the principal of and interest on the Series 2025 Bonds, Outstanding Obligations, other outstanding Authority Bonds or any Credit Facility Obligations to which the County has pledged its limited tax full faith and credit when due, the County will be obligated to advance sufficient funds out of its general funds to make such payment; and

WHEREAS, the Authority Resolution provides further that if the County pays principal of or interest on the Series 2025 Bonds or on Outstanding Obligations or other Authority Bonds (or any Credit Facility Obligations related thereto) to which it has pledged its limited tax full faith and credit from taxes or general funds pursuant to its agreement to advance (as provided in the Authority Resolution) it shall be reimbursed from the Net Revenues subsequently received, as provided in the Authority Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF KENT:

1. That in accordance with the Articles of Incorporation, the County hereby approves the issuance by the Authority of the Series 2025 Bonds.

2. That pursuant to Section 148(4)(a) of Act 95 and the request of the Board in the Authority Resolution, the Board of Commissioners of the County does hereby irrevocably pledge the limited tax full faith and credit of the County for the prompt payment of principal of and interest on the Series 2025 Bonds, any Credit Facility Obligations relating to the Series 2025 Bonds, and any Credit Facility Obligations obtained by the Authority in respect of any required deposit to the Bond Reserve Account in connection with Outstanding Obligations and/or other outstanding Authority Bonds to which the County has pledged its limited tax full faith and credit. In addition, if the Net Revenues and amounts on deposit in the Bond Reserve Account are not sufficient to pay the principal of and interest on the Series 2025 Bonds, Outstanding Obligations, any other outstanding Authority Bonds or any Credit Facility Obligations to which the County has pledged its limited tax full faith and credit when due, the County will be obligated to advance sufficient funds out of its general funds to make such payment. If the County pays principal of or interest on the Series 2025 Bonds or on Outstanding Obligations or other Authority Bonds (or any Credit Facility Obligations related thereto) to which it has pledged its limited tax full faith and credit from taxes or general funds pursuant to an agreement to advance (as provided in the Authority Resolution) it shall be reimbursed from net revenues derived from the operation of the Airport subsequently received, as provided in the Authority Resolution.

3. That the County Treasurer and the County Fiscal Services Director are hereby each individually authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Series 2025 Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

4. That the County Administrator and Chairperson of the Board of Commissioners of the County are hereby each individually authorized to approve the circulation of a preliminary and final official statement or other offering document or memorandum for the Series 2025 Bonds, to cause the preparation of those portions of the preliminary and final official statement or such other offering document or memorandum that pertain to the County, and to do all other things necessary for compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended.

5. That the County Administrator, the Chairperson of the Board of Commissioners of the County and the County Fiscal Services Director are, further, each individually authorized to (a) approve, execute and deliver such documents and certificates related to the Series 2025 Bonds

and any Credit Facility Obligations, and (b) to do all other things that are necessary to effectuate the sale and delivery of the Series 2025 Bonds.

6. That all resolutions and part of resolutions, insofar as the same may be in conflict with the provisions of this resolution, be and the same hereby are rescinded.

The resolution was adopted by the following vote:

Yeas: _____

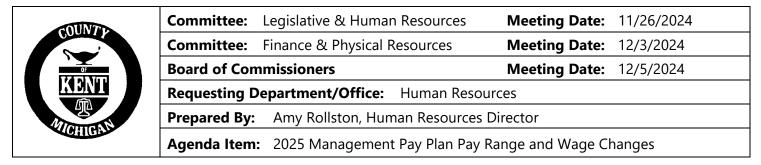
Nays: _____

STATE OF MICHIGAN)) SS COUNTY OF KENT)

I, the undersigned, the duly qualified and acting County Clerk of the County of Kent, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Kent, at a regular meeting held on December 5, 2024, the original of which is on file in my office. I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

County Clerk

4856-5136-0997 v1 [81534-7]



Action Requested:

Recommend to the Board of Commissioners to approve Management Pay Plan pay range and wage changes.

Summary of Request:

- Approximately 332 clerical, professional and management positions are covered under the Management Pay Plan (MPP) pay structure. As authorized by the Board of Commissioners, the Management Pay Plan administrative process provides for periodic review and adjustment of the pay structure for MPP positions.
- It is requested that the MPP pay structure and employee pay rates be increased by 3% effective January 6, 2025. It is also requested that any MPP staff not yet at the E step of their pay range progress to the next step in the range on the same date.
- The total 2025 Fiscal Year cost of \$858,121 to implement the proposed salary increases is included in the FY 2025 budget. This amount includes the funding necessary to conform MPP job classifications to market wages as revealed by Human Resources study of current employment market conditions.

Financial Information:							
Total Cost: \$858,121			Included in Budget: Yes				
Funding Recommendation: None. Funding is included in the FY 2025 budget.							
This action relates to activity w	hich is: Non-Mandated						
Approval/Review:							
Governing/Advisory Board App	proval:		Date:				
Corporate Counsel: LSH 11/26/2024	Deputy Administrator: JKJ 11/20/24	Fiscal Services: KH 11/20/24	Human Resources: AR 11/19/24				
Recommended by County Adn	ninistrator: ALL. Vanh	berg	Date: 11/19/2024				

RESOLUTION BY COMMISSIONER WOODEN

WHEREAS, approximately 332 clerical, professional and management positions are covered under the Management Pay Plan (MPP) pay structure. As authorized by the Board of Commissioners, the Management Pay Plan administrative process provides for periodic review and adjustment of the pay structure for MPP positions; and

WHEREAS, it is requested that the MPP pay structure and employee pay rates be increased by 3% effective January 6, 2025. It is also requested that any MPP staff not yet at the E step of their pay range progress to the next step in the range on the same date; and

WHEREAS, the total 2025 Fiscal Year cost of \$858,121 to implement the proposed salary increases is included in the FY 2025 budget. This amount includes the funding necessary to conform MPP job classifications to market wages as revealed by Human Resources study of current employment market conditions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approve the Management Pay Plan pay range and wage changes.

Commissioner Wooden moved adoption of the resolution.

Requires Majority Vote of Members Elect

	Committee:	Finance & Physical Resources	Meeting Date:	12/3/2024
COUNTP MICHIGAN	Committee:		Meeting Date:	
	Board of Com	missioners	Meeting Date:	12/5/2024
	Requesting De	epartment/Office: Administrator	's Office	
	Prepared By:	Josh Spencer, Strategic Impact Di	rector	
	Agenda Item:	Grand Rapids – Kent County Convention and Arena Authority		
	Agenua item:	Agreement with ASM Global		

Action Requested:

Recommend to the Board of Commissioners to provide authorization to the Grand Rapids – Kent County Convention and Arena Authority ("CAA") to enter into an agreement with ASM Global to provide managements services for the Acrisure Amphitheater and Amway Stadium.

Summary of Request:

- ASM Global currently provides management services for Van Andel Arena and DeVos Place. ASM Global also provides food & beverage services for Van Andel Arena. The CAA intends to extend these services to include the Acrisure Amphitheater and Amway Stadium.
- Under this agreement, ASM Global will provide a full range of day-to-day management and operational services, which will include event marketing, sales, operations, finance, food service, event booking, guest services, facility maintenance, and capital planning.
- As part of this agreement, ASM Global will contribute \$20 million to be used as follows:
 - \$4 million to be used to upgrade food and beverage equipment, technology, and other enhancements to the Van Andel Arena
 - o \$11 million for other capital obligations of the CAA
 - \$5 million to assist in growing the CAA's capital reserve
- The term of the new agreement will be 15 years, beginning July 1, 2026, and continuing through June 30, 2041. The agreement includes one additional 10-year renewal option that may be exercised upon mutual agreement.
- Under Article X(e) of the CAA's Articles of Incorporation, Kent County and the City of Grand Rapids are required to approve all agreements, obligations, or commitments by the CAA that are more than five years in duration.

Financial Information:

Total Cost: N/A

Included in Budget: N/A

Funding Recommendation: No funding is required.

This action relates to activity which is: Non-Mandated

Approval/Review:

Governing/Advisory Board Approval:

Corporate Counsel: BM 11/27/24 Deputy Administrator: MR JKJ 11/26/24 Fiscal Services: KH 11/26/24 Human Resources:

Date:

BM 11/2//24

Recommended by County Administrator:

al I. Vanhiberg

Date: 11/26/2024

RESOLUTION BY COMMISSIONER MERCHANT

WHEREAS, ASM Global currently provides management services for Van Andel Arena and DeVos Place. ASM Global also provides food & beverage services for Van Andel Arena. The Grand Rapids – Kent County Convention and Arena Authority (CAA) intends to extend these services to include the Acrisure Amphitheater and Amway Stadium; and

WHEREAS, under this agreement, ASM Global will provide a full range of day-to-day management and operational services, which will include event marketing, sales, operations, finance, food service, event booking, guest services, facility maintenance, and capital planning; and

WHEREAS, as part of this agreement, ASM Global will contribute \$20 million to be used as follows:

- \$4 million to be used to upgrade food and beverage equipment, technology, and other enhancements to the Van Andel Arena
- \$11 million for other capital obligations of the CAA
- \$5 million to assist in growing the CAA's capital reserve; and

WHEREAS, the term of the new agreement will be 15 years, beginning July 1, 2026, and continuing through June 30, 2041. The agreement includes one additional 10-year renewal option that may be exercised upon mutual agreement; and

WHEREAS, under Article X(e) of the CAA's Articles of Incorporation, Kent County and the City of Grand Rapids are required to approve all agreements, obligations, or commitments by the CAA that are more than five years in duration.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorize the Grand Rapids – Kent County Convention and Arena Authority to enter into an agreement with ASM Global to provide managements services for the Acrisure Amphitheater and Amway Stadium.

Commissioner Merchant moved adoption of the resolution.

Requires Majority Vote of Members Elect

COUNTP S KENT KENT MCHIGAN	Committee:	Finance & Physical Resources	Meeting Date: 12/3/2024		
	Committee:		Meeting Date:		
	Board of Com	missioners	Meeting Date: 12/5/2024		
	Requesting De	epartment/Office: Administrator's	Office		
	Prepared By:	Josh Spencer, Strategic Impact Dire	ector		
	Agondo Itom	Grand Rapids – Kent County Convention and Arena Authority			
	Agenda Item:	Agreement with Live Nation			

Action Requested:

Recommend to the Board of Commissioners to provide authorization to the Grand Rapids – Kent County Convention and Arena Authority ("CAA") to enter into an agreement with Live Nation to provide promotion and booking services for the Acrisure Amphitheater.

Summary of Request:

- The Grand Rapids-Kent County Convention/Arena Authority (the "CAA") has an existing contractual relationship with Live Nation to provide promotion and booking services for the Van Andel Arena and DeVos Place.
- The CAA intends to expand that relationship to include the Acrisure Amphitheater. Live Nation will promote and book events as well as provide consulting services related to the design and construction of the amphitheater.
- As part of this agreement, Live Nation will provide \$20 million to support the construction of the Acrisure Amphitheater as well as purchase furnishings and equipment necessary to support the operations of Live Nation on-site. These expenses are part of the capital budget for the project.
- The term of the agreement will be 25 years unless terminated earlier or renewed by mutual agreement.
- Under Article X(e) of the CAA's Articles of Incorporation, Kent County and the City of Grand Rapids are required to approve all agreements, obligations, or commitments by the CAA that are more than five years in duration.

Financial Information:			
Total Cost: N/A	Included in Budget: N/A		
Funding Recommendation: N			
This action relates to activity v	which is: Non-Mandated		
Approval/Review:			
Governing/Advisory Board Ap	proval:		Date:
Corporate Counsel: BM 11/27/24	Deputy Administrator: MR JKJ 11/26/24	Fiscal Services: KH 11/26/24	Human Resources:
Recommended by County Adr	ministrator: al S. Vanhu		Date: 11/26/2024

RESOLUTION BY COMMISSIONER MERCHANT

WHEREAS, the Grand Rapids-Kent County Convention and Arena Authority (the "CAA") has an existing contractual relationship with Live Nation to provide promotion and booking services for the Van Andel Arena and DeVos Place; and

WHEREAS, the CAA intends to expand that relationship to include the Acrisure Amphitheater. Live Nation will promote and book events as well as provide consulting services related to the design and construction of the amphitheater; and

WHEREAS, as part of this agreement, Live Nation will provide \$20 million to support the construction of the Acrisure Amphitheater as well as purchase furnishings and equipment necessary to support the operations of Live Nation on-site. These expenses are part of the capital budget for the project; and

WHEREAS, the term of the agreement will be 25 years unless terminated earlier or renewed by mutual agreement; and

WHEREAS, under Article X(e) of the CAA's Articles of Incorporation, Kent County and the City of Grand Rapids are required to approve all agreements, obligations, or commitments by the CAA that are more than five years in duration.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorize the Grand Rapids – Kent County Convention and Arena Authority to enter into an agreement with Live Nation to provide promotion and booking services for the Acrisure Amphitheater.

Commissioner Merchant moved adoption of the resolution.

Requires Majority Vote of Members Elect

COUNTP S S KENT MICHIGAN	Committee:	Finance & Physical Resources	Meeting Date:	12/3/2024
	Committee:		Meeting Date:	
	Board of Com	missioners	Meeting Date:	12/5/2024
	Requesting De	epartment/Office: Administrator's	Office	
	Prepared By:	Josh Spencer, Strategic Impact Dire	ector	
	Agondo Itom	Grand Rapids – Kent County Conve	ention and Arena	Authority Property
	Agenda Item:	Acquisition for Amway Stadium		

Action Requested:

Recommend to the Board of Commissioners to provide authorization to the Grand Rapids – Kent County Convention and Arena Authority ("CAA") to enter into property purchase agreements with the Grand Rapids Downtown Development Authority (DDA) and Grand Action 2.0 for the Amway Stadium.

Summary of Request:

- The capital stack for the Amway Stadium includes \$16.1 million for land acquisition.
- Approximately 8.2 acres either has been acquired or is being acquired by the DDA and Grand Action 2.0. This land will be transferred to the CAA as part of the Amway Stadium project.
- The term of payment for the purchase agreement will be over 20 years, covered by distributions from the Michigan Strategic Fund's Transformational Brownfield Plan allocation which will be assigned to the CAA.
- Under Article X(e) of the CAA's Articles of Incorporation, Kent County and the City of Grand Rapids are required to approve all agreements, obligations, or commitments by the CAA that are more than five years in duration.

Financial Information:			
Total Cost: N/A	Included in Budget: N/A		
Funding Recommendation: N	lo funding is required.		
This action relates to activity v	which is: Non-Mandated		
Approval/Review:			
Governing/Advisory Board Ap	proval:		Date:
Corporate Counsel:	Deputy Administrator:	Fiscal Services:	Human Resources:
BM 11/2/24	MR JKJ 11/26/24	KH 11/26/24	
Recommended by County Adı	ministrator: Ala L. Vanha	berg	Date: 11/26/2024

RESOLUTION BY COMMISSIONER SPARKS

WHEREAS, the capital stack for the Amway Stadium includes \$16.1 million for land acquisition; and

WHEREAS, approximately 8.2 acres either has been acquired or is being acquired by the DDA and Grand Action 2.0. This land will be transferred to the Grand Rapids – Kent County Convention and Arena Authority (CAA) as part of the Amway Stadium project; and

WHEREAS, the term of payment for the purchase agreement will be over 20 years, covered by distributions from the Michigan Strategic Fund's Transformational Brownfield Plan allocation which will be assigned to the CAA; and

WHEREAS, under Article X(e) of the CAA's Articles of Incorporation, Kent County and the City of Grand Rapids are required to approve all agreements, obligations, or commitments by the CAA that are more than five years in duration.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners authorize the Grand Rapids – Kent County Convention and Arena Authority to enter into property purchase agreements with the Grand Rapids Downtown Development Authority (DDA) and Grand Action 2.0 for the Amway Stadium.

Commissioner Sparks moved adoption of the resolution.

Requires Majority Vote of Members Elect

	Committee:	Finance & Physical Resources	Meeting Date:	12/3/2024
COUNTP MENT MCHIGAN	Committee:		Meeting Date:	
	Board of Com	missioners	Meeting Date:	12/5/2024
	Requesting De	epartment/Office: Administrator's	Office	
	Prepared By:	Jeff Dood, Fiscal Services Director		
	Agenda Item:	City of Grand Rapids Contribution to Support the West Michigan		
	Agenua item.	Welcome Plan and Global Gatherin	ig Event Funds	

Action Requested:

Recommend to the Board of Commissioners to appropriate \$25,000 in sponsorship funds from the City of Grand Rapids and \$2,285 in additional sponsorships from the 2024 Welcome Plan Global Gathering event to the FY 2025 West Michigan Welcome Plan budget in the Special Projects Fund, and authorize the Board Chair or designee to approve extensions, amendments and increases to the grant appropriation not to exceed fifteen percent of the original award.

Summary of Request:

- The Welcome Plan Steering Committee guides the Welcome Plan Coordinator and the West Michigan Welcome Plan Collaborative in the implementation of the Welcome Plan.
- The vision of the West Michigan Welcome Plan is to create a welcoming and inclusive community for New Americans and implement a series of community goals and recommendations in five priority areas: Improve Educational Outcomes, Maximize Economic Potential, Engaged Communities, Provide Access to Services, and Ensure Safe and Connected Communities.
- The Welcome Plan Collaborative is receiving a \$25,000 contribution from the City of Grand Rapids. The funds will be transferred to Kent County to help support Welcome Plan goals, priorities, operations, including staffing community engagement events, activities, supplies, and meeting expenses.
- The Collaborative is also receiving \$2,285 in additional sponsorship funds and community support for the 2024 Welcome Plan Annual Global Gathering event.
- The agreement period with the City of Grand Rapids is from November 18, 2024 to November 30, 2025.

Financial Information:			
Total Cost: \$27,285		Inclu	uded in Budget: No
Funding Recommendation:	Appropriate \$27,285 to the FY 202 the City of Grand Rapids and Globa	5	
This action relates to activity	y which is: Non-Mandated		
Approval/Review:			
Governing/Advisory Board A	Approval:		Date:
Corporate Counsel: HCA 11/26/24	Deputy Administrator: JKJ 11/26/24	Fiscal Services: KH 11/25/24	Human Resources:
Recommended by County A	dministrator: ala L. Vaulub	eng	Date: 11/26/2024

RESOLUTION BY COMMISSIONER OLIVER-KING

WHEREAS, the Welcome Plan Steering Committee guides the Welcome Plan Coordinator and the West Michigan Welcome Plan Collaborative in the implementation of the Welcome Plan; and

WHEREAS, the vision of the West Michigan Welcome Plan is to create a welcoming and inclusive community for New Americans and implement a series of community goals and recommendations in five priority areas: Improve Educational Outcomes, Maximize Economic Potential, Engaged Communities, Provide Access to Services, and Ensure Safe and Connected Communities; and

WHEREAS, the Welcome Plan Collaborative is receiving a \$25,000 contribution from the City of Grand Rapids. The funds will be transferred to Kent County to help support Welcome Plan goals, priorities, operations, including staffing community engagement events, activities, supplies, and meeting expenses; and

WHEREAS, the Collaborative is also receiving \$2,285 in additional sponsorship funds and community support for the 2024 Welcome Plan Annual Global Gathering event; and

WHEREAS, the agreement period with the City of Grand Rapids is from November 18, 2024 to November 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners appropriate \$25,000 in sponsorship funds from the City of Grand Rapids and \$2,285 in additional sponsorships from the 2024 Welcome Plan Global Gathering event to the Fiscal Year 2025 West Michigan Welcome Plan budget in the Special Projects Fund, and authorize the Board Chair or designee to approve extensions, amendments and increases to the grant appropriation not to exceed fifteen percent of the original award.

Commissioner Oliver-King moved adoption of the resolution.

Requires Majority Vote of Members Elect

	Committee:	Finance & Physical Resources	Meeting Date:	12/3/2024
COUNTR KENT	Committee:		Meeting Date:	
	Board of Com	missioners	Meeting Date:	12/5/2024
	Requesting De	epartment/Office: Sheriff's Office		
	Prepared By:	Jeff Dood, Fiscal Services Director		
Conget	Agenda Item:	Emergency Management Performa Management Program within the S		ance the Emergency

Action Requested:

Recommend to the Board of Commissioners to appropriate \$20,000 to the Sheriff FY 2025 Special Projects Fund from the State of Michigan, Department of State Police, to identify and report out critical funding sources, gaps, and future needs of Emergency Management throughout the State of Michigan; and to authorize the Board Chair or designee to execute the grant agreement, approve extensions, amendments and increases to the grant appropriation not to exceed fifteen percent of the original award.

Summary of Request:

- The Sheriff's Office wishes to accept a grant from the State of Michigan Department of State Police of federal pass-through funds in the amount of \$20,000 to develop a comprehensive report on Emergency Management funding needs across Michigan. The State of Michigan will also be contributing an additional \$20,000 from State General Fund monies.
- The project will involve hiring a consultant on behalf of Michigan counties and the Michigan Emergency Management Association to analyze and optimize Emergency Management financial operations. The resulting report will identify funding challenges and opportunities, support resource advocacy efforts, and promote efficiency in local Emergency Management programs statewide.
- The grant period runs from September 1, 2024 to May 31, 2026.
- Prior to signature, Corporate Counsel will review and approve all documents as to form.

Financial Information:			
Total Cost: \$20,000			Included in Budget: No
Funding Recommendation: Appropriate \$20,000 in federal grant funds to the Sheriff FY 2025 Special Projects Fund from the Michigan State Police.			
This action relates to activity which is: Non-Mandated			
Approval/Review:			
Governing/Advisory Board Approval:			Date:
Corporate Counsel:	Deputy Administrator:	Fiscal Services:	Human Resources:
HCA 11/26/24	MR JKJ 11/26/24	KH 11/21/24	
Recommended by County Administrator: Al. S. Nauhuberg			Date: 11/26/2024

RESOLUTION BY COMMISSIONER SPARKS

WHEREAS, the Sheriff's Office wishes to accept a grant from the State of Michigan – Department of State Police of federal pass-through funds in the amount of \$20,000 to develop a comprehensive report on Emergency Management funding needs across Michigan. The State of Michigan will also be contributing an additional \$20,000 from State General Fund monies; and

WHEREAS, the project will involve hiring a consultant on behalf of Michigan counties and the Michigan Emergency Management Association to analyze and optimize Emergency Management financial operations. The resulting report will identify funding challenges and opportunities, support resource advocacy efforts, and promote efficiency in local Emergency Management programs statewide; and

WHEREAS, the grant period runs from September 1, 2024 to May 31, 2026;

and

WHEREAS, prior to signature, Corporate Counsel will review and approve all documents as to form.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners appropriate \$20,000 to the Sheriff Fiscal Year 2025 Special Projects Fund from the State of Michigan, Department of State Police, to identify and report out critical funding sources, gaps, and future needs of Emergency Management throughout the State of Michigan; and authorize the Board Chair or designee to execute the grant agreement, approve extensions, amendments and increases to the grant appropriation not to exceed fifteen percent of the original award.

Commissioner Sparks moved adoption of the resolution.

Requires Majority Vote of Members Elect

KENT COUNTY GRANT SUMMARY

Kent County Sheriff's Office				
	Requesting Depar	rtment		
Michelle LaJoye-Young	Sheriff		6101	
Contact Person	Title		Extension	
m.cheele Jage. 7	ing		11/21/202	24
Department Head Signature			Date	
	DESCRIPTION	l		
Title of Grant: Enhancing Emerg	ency Management Program Ef	ficiency in Michigan	in Coordination	with the
Michigan Emergency Manageme	ent Association			
Source of Grant : Michigan Depa Division	rtment of State Police – Emerge	ency Management a	nd Homeland So	ecurity
Program Summary: EMPG Gran	t funds are used for the develo	pment and mainten	ance of an eme	gency
management program capable o		•		0,
emergency. This grant will colled				
identify and report out critical fu				
this information and to develop				
Emergency Management progra		—	—	
Application Deadline: 9/2024		Annual? No	Continuat	tion? No
Anticipated Date of Award: Sep	tember 1, 2024 Dura	ation of Award: Ma	y 31, 2026	
	FUNDING			an a
Position (total salary and fringe	e; indicate staff or contract)	Grant	County	Total
1. Contractual		\$20,000	·····	\$20,000
Equipment (Cost > \$500 and lif	e >3 years)			
All other				
TOTAL		\$20,000		\$20,000
		+,	l	+===,000
In-Kind (describe)	······································		o	
In-Kind (describe)				

1.

IN-KIND TOTAL



STATE OF MICHIGAN DEPARTMENT OF STATE POLICE Lansing

COL. JAMES F. GRADY II DIRECTOR

GRETCHEN WHITMER GOVERNOR

October 4, 2024

Dear Mr. Scott Corbin:

Enclosed is the Fiscal Year (FY) 2024 Emergency Management Performance Grants (EMPG) Grant Agreement package for the project titled, "Enhancing Emergency Management Program Efficiency in Michigan in Coordination with the Michigan Emergency Management Agency". 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 FY 2024 EMPG Grant Agreement.

This grant agreement and all required attachments must be completed, signed, and returned <u>no later</u> <u>than</u> <u>December 3, 2024</u>. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

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

SUBRECIPIENT CHECKLIST

FY 2024 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) GRANT AGREEMENT

CFDA No: 97.042

Email the following items to: LounsberryP@michigan.gov		
SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED		
1. Grant Agreement		
2. Subrecipient Risk Assessment Certification		
3. Standard Assurances		
 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements 		
5. Audit Certification (EMHSD-053)		
6. Request for Taxpayer Identification Number and Certification (W-9)		

POST REIMBURSEMENT REQUIREMENTS

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

For GRANT AGREEMENT QUESTIONS, PLEASE CONTACT PAUL LOUNSBERRY AT 517-256-3920 OR LOUNSBERRYP@MICHIGAN.GOV Michigan State Police Emergency Management and Homeland Security Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	ASSISTANCE LISTING
		ASSISTANCE LISTING
County of Kent	Emergency Management	97.042
-	Performance Grants	
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
38-6004862	EMC-2024-EP-05005	9/13/2024
SUBRECIPIENT UEI	SUBAWARD FROM PERFORMANCE 9/1/2024 PERIOD	то 5/31/2026
QWKTKLRW2HD4	BUDGET PERIOD 9/1/2024	5/31/2026
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$20,000
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$38,647
None on file	Total Amount of Federal\$38,647Award Committed\$38,647	

FEDERAL AWARD PROJECT DESCRIPTION

2024 Emergency Management Performance Grants (EMPG)

DETAILS

Funding requirements are found on page 2 (Section III) of the grant agreement.

FEDERAL AWARDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd floor	Michigan State Police Emergency Management and
Washington, DC 20472-3645	Homeland Security Division
Washington, DC 20472-3045	PO Box 30634
	Lansing, MI 48909

State of Michigan Fiscal Year 2024 Emergency Management Performance Grant Grant Agreement

September 1, 2024 to May 31, 2026

Assistance Listing: 97.042 Grant Number: EMC-2024-EP-05005

This Fiscal Year (FY) 2024 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 KENT

(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 distribution of a survey. This survey shall collect the necessary data from emergency management programs across the State of Michigan to identify and report out critical funding sources, gaps, and future needs.

The FY 2024 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 2024 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 2024 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2024 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at <u>https://www.fema.gov/grants</u>.

II. Statutory Authority

Funding for the FY 2024 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006*, 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 Department of Homeland Security (DHS) Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery (2024 DHS Appropriations Act); *Compact of Free Association Act of 2003*, as amended (Pub. L. No. 108-188)1

The Subrecipient agrees to comply with all FY 2024 EMPG program requirements in accordance with the FY 2024 EMPG NOFO, and the FY 2024 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 2024 EMPG Agreement Articles Applicable to Subrecipients. The FY 2024 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 <u>http://www.ecfr.gov</u>.
- B. The FEMA Policy #108-023-1 Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance.

III. Award Amount and Restrictions

- A. The **County of Kent** is awarded up to **\$20,000** under the **FY 2024 EMPG**. Funds are to be used to complete the project titled, "Enhancing Emergency Management Program Efficiency in Michigan in Coordination with the Michigan Emergency Management Agency". The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.
- B. The FY 2024 EMPG covers eligible costs from September 1, 2024, to May 31, 2026. 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.
- B. This grant agreement designates EMPG funds for the following project scope:
 - a. Data Collection: Collaborate with Emergency Management Programs to gather detailed financial data, including operational expenses, staffing costs, and funding sources.
 - b. Analysis: Utilize top data analysis software to analyze the collected data and identify key insights and trends.
 - c. Report Development: Develop a comprehensive report outlining the financial landscape of the Emergency Management Programs, including challenges, opportunities, and recommendations for improvement.
 - d. Design: Create a visually appealing and easily editable report design to ensure efficiency and cost-effective revisions.
- D. The FY 2024 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 MSP/EMHSD is providing the match to the subrecipient to complete the project outlined in this grant agreement.

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

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds**. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2024 EMPG NOFO; the FEMA FY 2024 Preparedness Grants Manual; and the FY 2024 EMPG *Agreement Articles Applicable to Subrecipients,* included with the grant agreement package for reference.
- C. The subrecipient shall not use FY 2024 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. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
- F. Submit projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines. Any project that proposes a change in the scope of work during the grant performance period must be resubmitted to the Recipient for evaluation. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Any remaining balance of funds by that date will be reallocated.
- H. Current forms and instructions are located at <u>http://www.michigan.gov/emhsd</u> or can be requested by sending an email to EMD_HSGP@michigan.gov.

- 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 \$750,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 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 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 <u>https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions</u>, 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

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at <u>http://www.michigan.gov/emhsd</u> or can be requested by sending an email to <u>EMD HSGP@michigan.gov</u>.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at

<u>http://www.michigan.gov/emhsd</u>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement. Funds that are not encumbered or do not have pending reimbursement requests by that date will be reallocated.

Drawdown of Funds in Advance. Up to 90 days prior to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All of the following requirements must be met when requesting advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may retain interest up to \$500 per year (2 C.F.R., Part 200.305) for administrative expenses incurred for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must remit any interest earned over \$500 promptly, and at least quarterly, to: Michigan State Police, Emergency Management and Homeland Security Division, Financial Management and Audit Section, P.O. Box 30634, Lansing, Michigan, 48909.
- F. The Subrecipient must liquidate each advance by the date specified by the Recipient (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated after the date the advance was issued 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 the 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 September 1, 2024, to May 31, 2026. 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, Emergen Division)	ncy Management and Homeland Security
<u>Capt. Kevin Sweeney</u> Printed Name	Commander, Emergency Management <u>and Homeland Security Division</u> Title
4l	10/04/2024
Signature	Date



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

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

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



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 (Nonpro-curement) 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;

 $\ensuremath{(3)}$ 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 convic-tion. 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 drugfree 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)

 $\mathsf{Check}\ \hfill \$ if there are workplaces on file that are not indentified 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 \square 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 \$750,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

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

I. Program Information			
Program Name	CFDA Number		
II. Subrecipient Information			
Subrecipient Name			
Street Address	City	Sta	te ZIP Code
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: to			
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.			
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: <u>MSP-EMHSD-Audit@michigan.gov</u> .			
Signature of Subrecipient's Authorized Representative		Dat	te

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

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

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

	2. Dusingge name/discovered at attic name, if different from above	
	2 Business name/disregarded entity name, if different from above	
Print or type. Specific Instructions on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is	Exemption from FATCA reporting code (if any)
	is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Applies to accounts maintained outside the U.S.)
See Spe	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and	d address (optional)
ŭ	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	t I Taxpayer Identification Number (TIN)	

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

Number To Give the Requester for guidelines on whose number to enter.

Certification Part II

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign	Signature of	
Here	U.S. person >	

General Instructions

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

• An individual who is a U.S. citizen or U.S. resident alien;

 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

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

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

 In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

 $7{-}{\rm A}$ futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

 $9-\mathrm{An}$ 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

 $12-A \ \mbox{middleman}$ 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)

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

plan

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
 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:
. Account with the Department of	The public entity
Agriculture in the name of a public	
entity (such as a state or local	
government, school district, or	
prison) that receives agricultural	
program payments	

15. Grantor trust filing under the Form	The trust
1041 Filing Method or the Optional	
Form 1099 Filing Method 2 (see	
Regulations section 1.671-4(b)(2)(i)(B))	

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:

14. Account with

- 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.ldentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/ldentityTheft* 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 2024 Emergency Management Performance Grants

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

The Fiscal Year (FY) 2024 the DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2024. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. The FY 2024 the DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Article II - General Acknowledgment and Assurances

Recipients and Subrecipients 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 at 2 C.F.R. 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.

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

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

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

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

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

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

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

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

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

Waivers:

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

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

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

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

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

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

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

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

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

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

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

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

Article VIII - Indirect Cost Rate

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

Article IX - Activities Conducted Abroad

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

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

If the total value of any currently active grants, cooperative agreements, and

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

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

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article XII - Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving subrecipientowned, subrecipient-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 E.O. 13513.

Article XIII - Debarment and Suspension

Subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 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 and subrecipients 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 XIV - Fly America Act of 1974

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

Article XV - Americans with Disabilities Act of 1990

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

Article XVI - Duplicative Costs

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

Article XVII - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 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 XVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (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 XIX - Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients 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. The DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources, respectively.

Article XX - Civil Rights Act of 1964, Title VI

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

Article XXI - Hotel and Motel Fire Safety Act of 1990

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

Article XXII - Disposition of Equipment Acquired Under the Federal Award

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

Article XXIII - Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 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 XXIV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act 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 (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXV - Terrorist Financing

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

Article XXVI - Prior Approval for Modification of Approved Budget

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

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

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

Article XXVII - Acknowledgement of Federal Funding from the DHS

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

Article XXVIII - Acceptance of Post Award Changes

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

Article XXIX - Rehabilitation Act of 1973

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

Article XXX - False Claims Act and Program Fraud Civil Remedies

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

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

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

Article XXXII - Lobbying Prohibitions

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

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

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (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. DHS implementing regulations are codified at 6 C.F.R. Part 17. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article XXXIV - Age Discrimination Act of 1975

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

Article XXXV - National Environmental Policy Act

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

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

Subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article XXXVII - USA PATRIOT Act of 2001

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

Article XXXVIII - Non-Supplanting Requirement

Subrecipients 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 XXXIX - Drug-Free Workplace Regulations

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

Article XL - Universal Identifier and System of Award Management

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

Article XLI - Energy Policy and Conservation Act

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

Article XLII - Whistleblower Protection Act

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

Article XLIII - Federal Debt Status

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

Article XLIV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain 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 XLV - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with the terms and conditions from the award letter and any such terms of the 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 XLVI - SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

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

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

Article XLVII – Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term 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.

RESOLUTION BY COMMISSIONER GREENE

WHEREAS, in October 2024, the Board of Commissioners, in collaboration with the County Administrator/Controller, participated in a comprehensive SWOT analysis, followed by a ranking exercise to prioritize the objectives and strategies; and

WHEREAS, the Kent County 2025 Strategic Plan includes updated objectives and strategies from the ranking exercise, reflecting priorities of the Board of Commissioners, emerging challenges, and the evolving needs of the County, while maintaining continuity with the 2019 Strategic Plan; and

WHEREAS, the Kent County 2025 Strategic Plan will serve as a living document to guide the County's actions, resource allocation, and policymaking, and will be revisited and updated as needed throughout its implementation.

NOW, THEREFORE, BE IT RESOLVED, that the Kent County Board of Commissioners hereby adopts the Kent County 2025 Strategic Plan, as presented, and authorizes its implementation across the organization.

Commissioner Greene moved the resolution be adopted.



2025

Approved by the Board of Commissioners December 2024







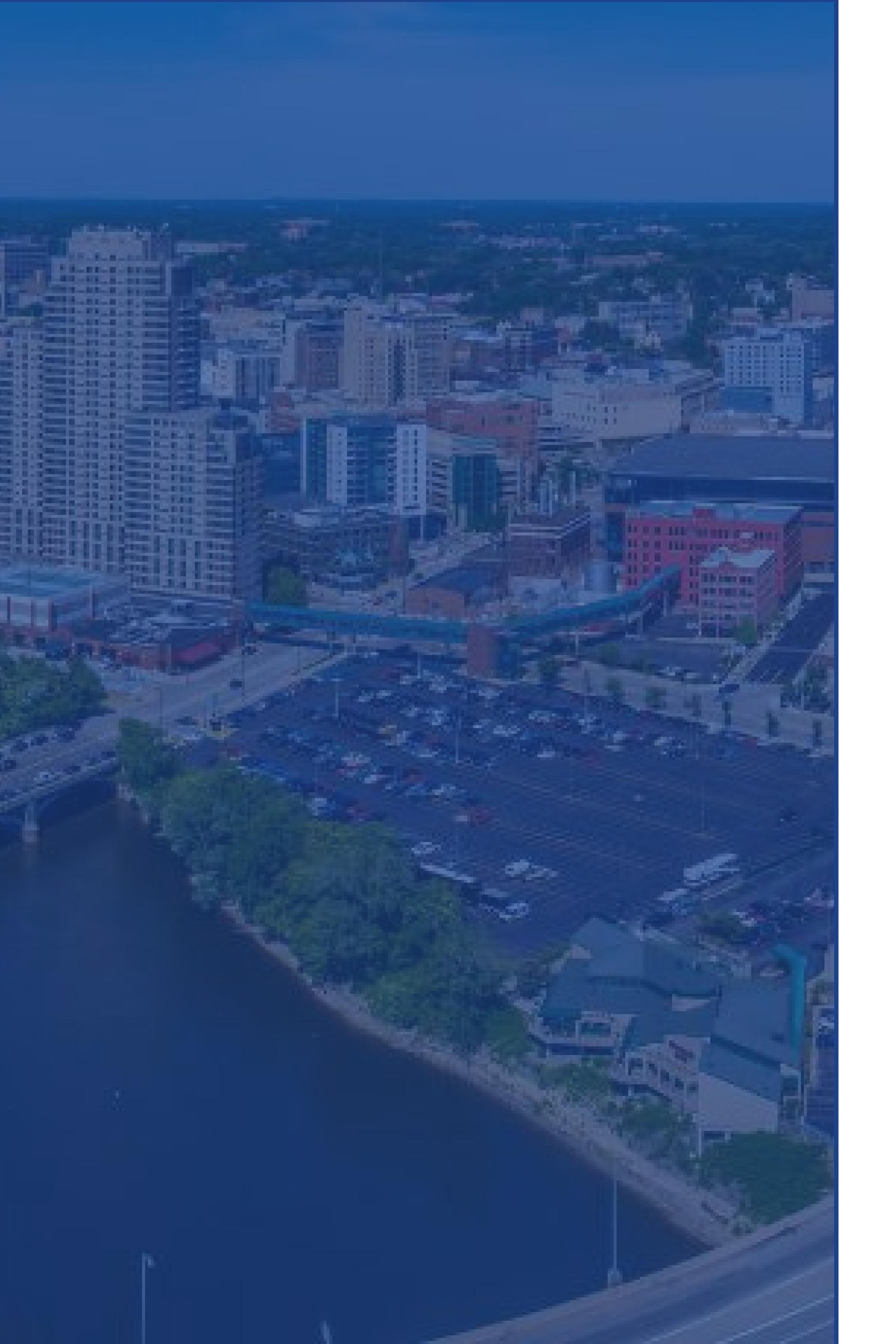


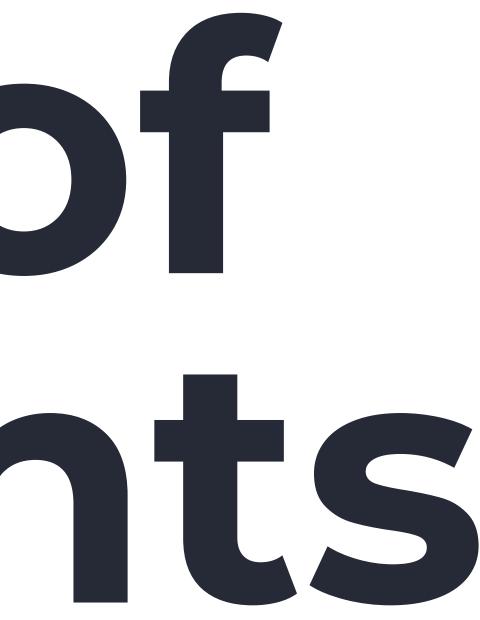
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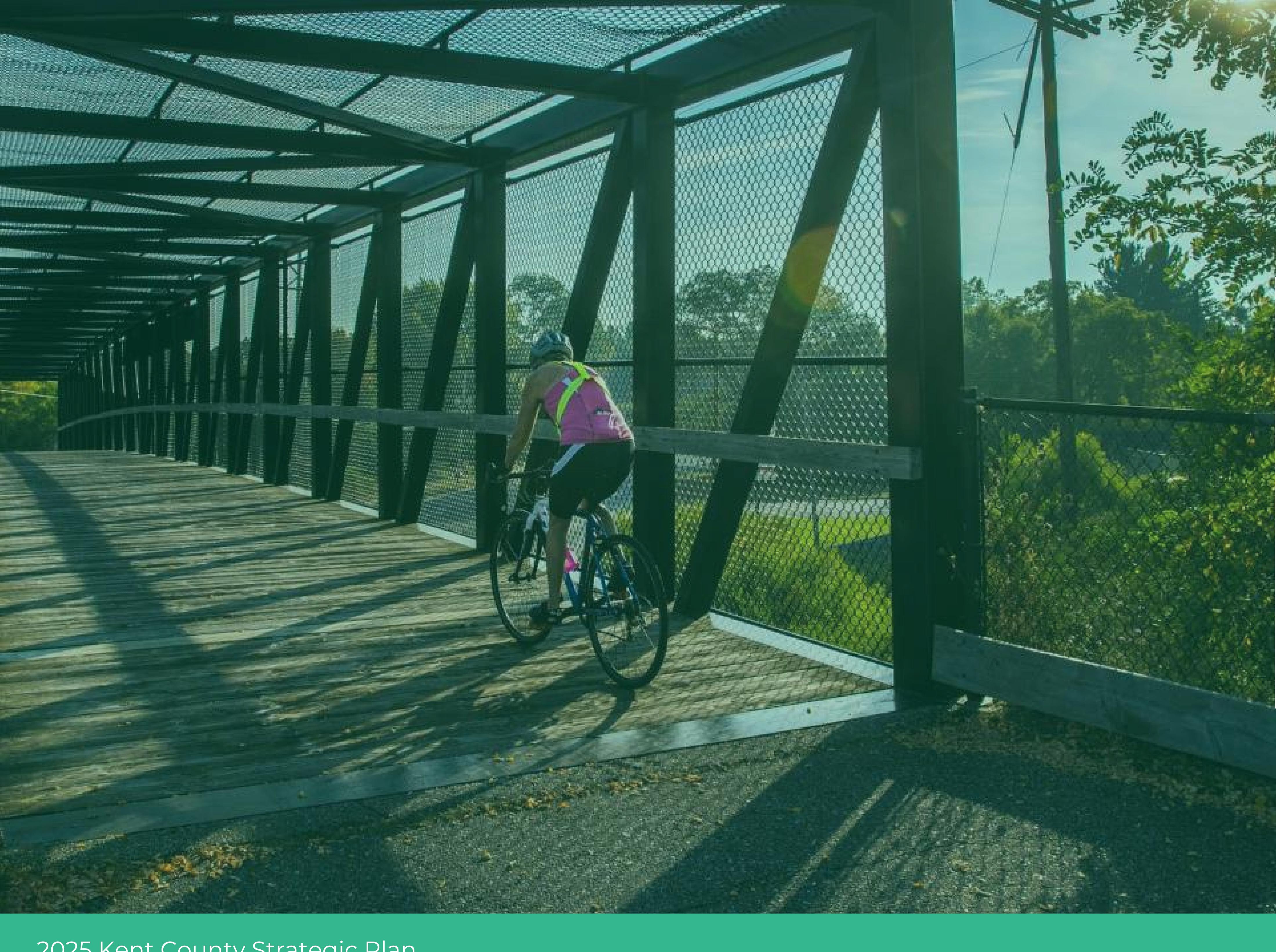
SWOT Analysis 10

12 Strategic Plan









2025 Kent County Strategic Plan



Strategic Plan Elements

Vision

"Kent County is where individuals and families choose to live, work, and play because we are a forward-looking, intentional, and inclusive community that serves as the economic engine of West Michigan."



Act with integrity Serve as responsible stewards of County resources

"Through responsible budgeting and thoughtful planning, Kent County government is committed to providing resources and services that promote a high quality of life for the entire community."

Organizational Values





Provide quality service to internal & external customers

Mission



Work collaboratively



5







Economic prosperity

Excellence in service delivery

Inclusive participation

5 Effective communications









updated upon completion.

Objectives are items that give further meaning and substance to a goal. They are developed by the County Administrator and leadership team. Goals are specific, measurable, and may or may not be time-bound targets that break down the broader goals into actionable steps. Objectives are updated annually.

Strategies are granular activities that individual staff or groups of staff will take to reach an objective. They may or may not be used, and some may be used concurrently. Strategies are measurable and developed by the County Administrator and leadership team.

Resources are the departments, offices, or agencies that may be assigned or involved in carrying out strategies.

Goals

Strategic plan goals serve as the pathway to fulfill the County's priorities. They are developed by the County Administrator and leadership team. Goals may or may not be for a specific team and could cut across departments. Goals are

Objectives

Strategies

Resources

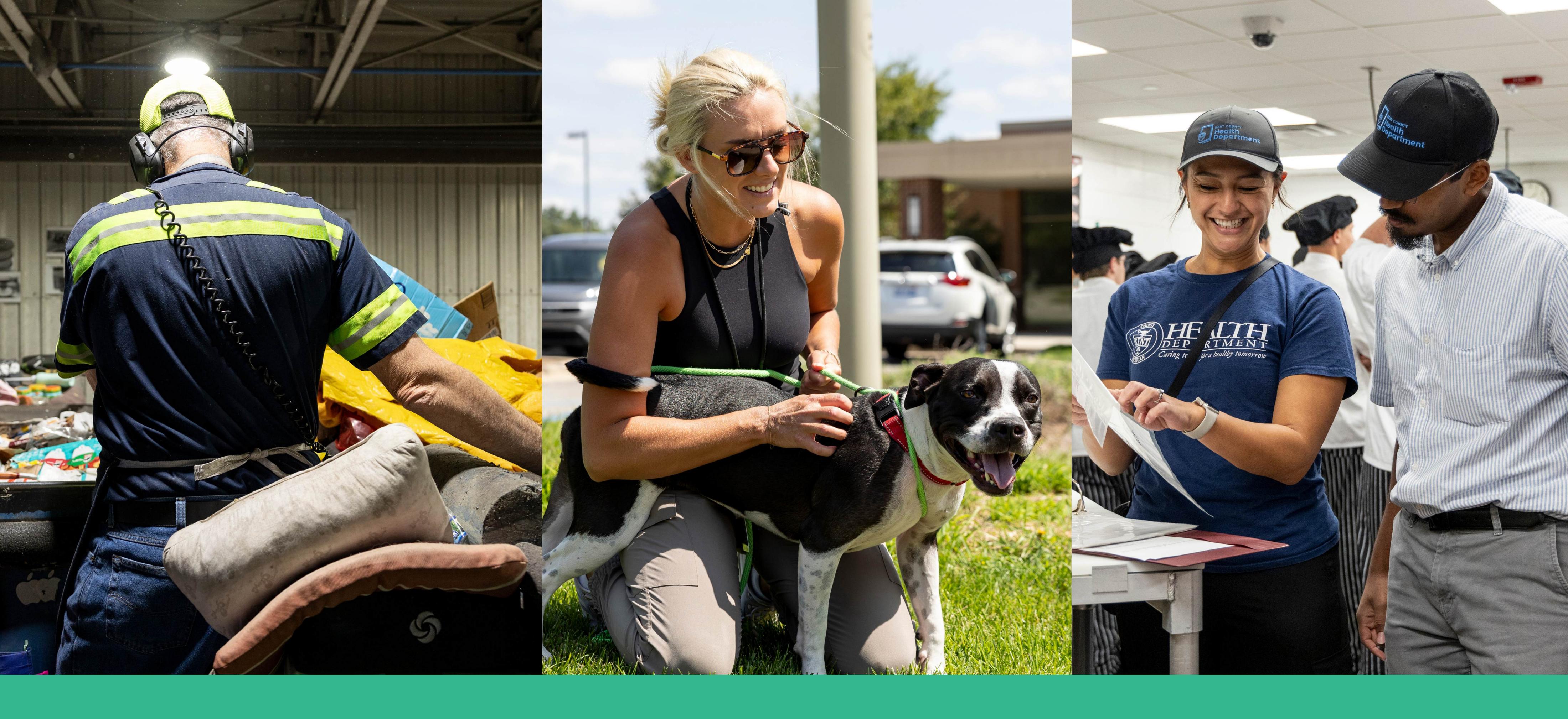


Strategic Planning PROCESS SUMMARY



In September 2018, the Board embarked on a comprehensive strategic planning process to envision a desired future for Kent County. This process established a newly focused mission, vision, values, priorities, and goals for the next three to five years.

The initial plan was adopted on June 27, 2019, and implemented over the next three years. The Board now meets annually to review the strategic plan and develop an accompanying business plan comprised of objectives that serve as action steps toward achieving the strategic plan. The Board met on October 3, 2024, to review the current strategic plan and create the business plan for fiscal year 2025. This involved an analysis of the strengths, weaknesses, opportunities, and threats (SWOT) facing the County, confirmation of the major goals, and the development and ranking of objectives and strategies. Objectives and strategies that received Administration assigned resources to each objective and developed strategues that will indicate success in completing the plan's goals. The results of the process follow.



SWOT Analysis 2024

Prior to setting goals, members of the Board of Commissioners examined the **strengths**, **weaknesses**, **opportunities**, and **threats** affecting the county as a whole. The items in each category are not ranked by importance, nor is this intended to be an all-inclusive list. However, it forms a basis for the development of goals and objectives. In addition, the items identified provide a list of potential issues that may impact the environment in which the County provides services in the near- or long-term future.



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STRENGTHS

• AAA Bond rating

- History of collaboration
- Community contribution •
- Humble servitude
- Expertise of staff
- Growth of downtown GR
- Attracting/retaining talent
- Philanthropy
- Robust nonprofit sector
- Attracting visitors/regional attraction
- Diversity of the community (economic, social, cultural)
- Natural resources
- Individual accessibility from transit (freeways, highways, auto-friendly)
- Crisis management •
- Large city/small-town feel \bullet

- Diversified economy
- Friendly West MI
- Higher education (strong, diverse,
- businesses Tourism/sports
- commission
- Arts & culture (restaurants, museums, Beer City USA, social zones)
- Active faith-based community
- Strong parks system
- Airport (growth)

OPPORTUNITIES

- Parks system expansion/greenways
- Sustainable Business Park and waste management
- Develop catalyzing/creative vision
- Developing regional vision for the county land-use and economic standpoint
- Economic and population growth
- Long-term enhancements in County services
- Remote work impacts/gig economy
- Political climate/conflict management

- Encouragement/support development of researchoriented businesses
- Assess if we are sufficiently funding discretionary functions
- Communications engagement enhances image/knowledge of Kent County
- Taking the quadrant meetings to the next step: enhancing coordination • Attraction/retention of
- diverse talent
- Early childhood developmental millage
- Willingness to innovate
- Overcoming traditions
- Invest in more arts infrastructure

RIGIN IRONMENT ΗE ЧО Ζ EXTER Attributes ХШ

HELPFUL TO ACHIEVING OBJECTIVES

- culture/compassion
- reputable)
- Healthcare/medical mile
- Globally connected

- Agriculture
- Value-driven community
- Early childhood developmental millage
- Opportunities for small business owners
- Variety of entertainment options (concerts, sports)
- Support for small business from local chambers
- Greenspace preservation & PDR
- Electronic communication channels
- Relationships w/ local units of government
- Continued use of short-term sub-committees to provide close examination of policies/practices/funding
- Empower commissioners to be ambassadors to their local units (press kit, handouts, presentations, etc.)
- Two-way communication between County and local units of government
- Alignment/effectiveness of communication
- District-specific contact lists
- Commissioner district engagement

HARMFUL TO ACHIEVING OBJECTIVES

WEAKNESSES

- Perception of importance of AAA externally
- Funding the parks system • Communication to the public
- County spaces/buildings are not welcoming
- Lost in collaborative efforts; weak role as the
- leader in the county
- Insufficient multimodal mobility
- Affordable housing
- options/supporting older housing stock
- ALICE population
- Undefined regional landuse vision
- Waste management

- Racial disparities
- Economic disparities/unequal outcomes
- Crisis management
- Project management
- Confusion w/ navigation of county services
- Bound by mandated services/State control
- Insufficient foundational quality of life services (childcare, mental health)
- Environmental issues (PFAS, lead, sewage)
- Current broadband services
- Customer service
- "Blind targets"

THREATS

- Developing regional vision for the county land-use and economic standpoint
- Remote work impacts • Aging/retiring workforce (succession planning) • Attracting talent to
- government work
- Cost of living concerns • Environmental threats
- Project management • Political climate (conflict management &
- polarization)
- Tax increases, values, & impacts
- "West Michigan Nice" • Growth
- Waste management
- Housing crisis

- Potential market correction
- Historically low labor force participation/unemployment rates
- Strategic direction conflicts resulting from being too nice
- Threats to intergovernmental revenue (revenue sources are limited)
- Insufficient foundational quality of life services (childcare, mental health)
- Environmental issues (PFAS, lead, sewage)
- Getting & keeping attention to county updates/issues
- Loss of agricultural lands
- National/global economic trends

- Transportation in rural areas
- Attainable housing supply
- Attraction/retention of diverse talent
- Commissioners feeling informed about opportunities for their districts
- Disconnect between mayors, managers, administrators, & elected officials
- Alignment of, & keeping up w/ communication
- Financial reviews on partner agencies to assess risks/rewards

• Lack of countywide mobility services

- Valuing economic development over the provision of services to people
- Losing/limiting services to the poor (handling of weatherization, housing vouchers, VITA tax program)
- Controversies that may threaten the County's reputation
- Broad, long-term arts infrastructure/sustainability
- Property tax affordability
- Uncontrolled growth of housing, businesses, road development due to lack of consistency in zoning countywide





We will focus on sound fiscal management and policies to support the economic prosperity of the County as well as the West Michigan region.



GOALS What do we want to achieve?

Goal 1: Maintain the financial stability of Kent County

Goal 2: Improve the fiscal position of the County through state and federal advocacy

Goal 3: Position the county for multigenerational economic and population growth

Collabor

OBJECTIVES How will we assess our progress in reaching our goals?

Explore improvements for fiscal strategies and provide the Board with information to make key decisions in fiscal operations	The pro
	The ma
Maintain AAA bond rating	Cor cap
	Ma buc bala
Invest in projects that lower the County's liabilities	Imp
Maintain a list of legislative priorities with regular updates to the Board	Dev pric
Meet with legislators and lobbyists to strengthen relationships and promote county priorities.	Par Ass
Invest funds in projects that improve services for current and future generations	The pro
Continue supporting efforts and initiatives that help attract new residents, visitors, and businesses	Sup and tran
	Cor exp
	Co For
	Co info
Collaborate with community partners and local governments on regional planning	lmp Red

local governments on regional planning.

STRATEGIES What specific actions are required?

ne Board will undergo an annual strategic planning ocess to identify budget and policy priorities

ne Board participates in an annual ranking of andated and discretionary services

ontinually evaluate the County's bond capacity for pital improvement projects

aintain strong fiscal management through policies, Idget preparation, and maintaining a healthy fund lance

plement the Kent County Insurance Authority

evelop Board-specific appropriation and policy iorities

articipate in bi-monthly updates with Public Affairs sociates and Potomac Strategic Development

ne Board reviews/approves capital improvement ojects to address growing needs of the population

upport the Mobility Task Force in assessing needs Id developing recommendations to make county ansportation more convenient and reliable

ontinue collaboration with The Right Place to pand economic development opportunities

ontinue to engage with and support the Gerald R. ord Airport expansion efforts

ontinue to attend stakeholder meetings to receive formation about riverfront development efforts

plement the Kent County Brownfield **Redevelopment Authority**

Administrator's Office BOC

Administrator's Office BOC, Fiscal Services

Administrator's Office **Fiscal Services**

Administrator's Office **Fiscal Services**

Administrator's Office BOC, Fiscal Services, Corporate Counsel

Various Departments

Administrator's Office BOC

Administrator's Office BOC, Fiscal Services

Administrator's Office BOC

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We will foster a high quality of life that promotes safe and healthy communities, strategic growth, and world-class outdoor resources.





GOALS

What do we want to achieve?

Goal 1: Ensure an appropriate public safety response to preserve safe communities Support ongoing and new efforts to continuously improve criminal justice system

Support and participate in the expansion of community physical and behavioral health services

Goal 2: Address existing and emerging public health and environmental concerns

services

Monitor septic-related legislation at the federal and state level

Develop a countywide solid waste management program

Goal 3: Support community efforts that improve the social determinants of health Proactively address current social wellbeing challenges, such as affordable housing, childcare, mental health support, transportation, and substance use.

Goal 4: Sustain and optimize alternatives to incarceration, inmate programming and services

Goal 5: Develop and enhance park and trail facilities to improve access for recreation and leisure opportunities Continue to support the millage efforts of Ready by Five, Veterans Services, and Senior Services

Continue services

Acquire resources to enhance the parks system and promote expansion in alignment with the Parks and Recreation Master Plan

OBJECTIVES

How will we assess our progress in reaching our goals?

Continue efforts to improve lead remediation

Continue efforts to improve PFAS containment

Continue to enhance juvenile justice

Cor beł See

Implement HUD and ARPA grant funding for lead remediation and abatement across the county

Continue to inform the Board about PFAS contamination and remediation

Continue participation in State workgroup meetings on legislation to implement a statewide septic system

Monitor the implementation of the flow control ordinance

Support the Kent County Childcare Task Force in developing recommendations for childcare strategies based on existing data and research

Effectively spend, monitor and evaluate funding from the opioid settlement

Work with Housing Next and Housing Kent to expand the Revolving Housing Loan Fund and other housing opportunities

Evaluate the effectiveness of senior, early childhood, and veteran services millages

Receive updates on implementation of Juvenile Justice Reform Implementation Committee

Identify areas throughout the County for parks system expansion and improvement

Continue the development of the Grand River Greenway

STRATEGIES What specific actions are required?

Continue participation on the Court Technology Team

Continue participation in the discussion of juvenile justice system and programming strategies

Continue supporting the Trinity Health/Network180 behavioral health crisis center for adults

Seek partnership opportunities to expand behavioral health crisis services for youth

RESOURCES Who will take action?

Administrator's Office Information Technology

Administrator's Office

Administrator's Office

Administrator's Office

Community Action Health Department

Health Department Public Works

Administrator's Office Health Department

Administrator's Office Public Works

Administrator's Office

Administrator's Office

Administrator's Office BOC

Administrator's Office Health Department Veterans Services

Administrator's Office

Administrator's Office Parks & Recreation

Administrator's Office Parks & Recreation

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EXCE Ence In Service Deivery

We will adopt innovative ways to deliver services that maximize efficiency and provide an exceptional experience to those we serve.



GOALS What do we want to achieve?

Goal 1: Ensure responsive services to areas with growing and/or changing demographics

Evaluate opportunities to ensure a majority of services are provided in all quadrants of the county

Goal 2: Create an organizational culture that emphasizes excellence in customer services

Goal 3: Ensure that Kent County is an employer that attracts and retains diverse and top talent

Goal 4: Embrace innovation and continuous improvement to optimize county operations

Goal 5: Strengthen the use of technology to foster efficient use of resources

Explore ways in which County operations can improve through the use of technology to make operations more efficient and sustainable

Develop a future planning strategy/model for long-term strategic planning

Invest funds in projects that improve services for current and future generations

Continue to research and implement innovative talent attraction strategies

Continue to invest in and enhance employee wellbeing opportunities

Develop

Imp

system

Implement the "6Cs" organizational improvement initiative

OBJECTIVES

How will we assess our progress in reaching our goals?

Improve the performance management

Survey residents on their specific county service needs and ease of access to county services

Work to align department and elected officials' annual updates with the new Board committee structure

Deploy the Customer Service Team to implement the 6Cs

Implement Employee Recognition program and seek ways to enhance employee recognition

Finalize the MPP wage and benefit study

Continue to partner with Robertson Brain Health to provide wellness resources and improve employees' health outcomes

Survey employees biennually to understand employee needs and wellbeing

Rollout the Kent County 2050 "Headwater" framework (long-range futuring plan)

Continue to research options for a new medical examiner facility, county administration building, and space needs for other departments and offices

Develop a work plan to create a vision and framework for organizational resiliency

Develop a robust plan for technology improvements (data warehouse, AI, natural language processing)

Administrator's Office

Various Departments

Various Departments

Administrator's Office Human Resources

Administrator's Office Human Resources

Administrator's Office

Administrator's Office

Administrator's Office

Administrator's Office Facilities Management

Administrator's Office

Administrator's Office Information Technology



nc usive Participation

We will provide innovative and inclusive ways to engage residents and involve them in county government.



Goal 1: Provide all residents with access to efficient, effective, and culturally responsive services

Leverage strategic relationships in the community to enhance multilanguage written and electronic communication options.

Goal 2: Intentionally incorporate inclusion practices in our service delivery

Support the work of the West Michigan Welcome Plan

Goal 3: Recruit and retain a qualified diverse workforce that reflects our continually changing community

Explore new methods for proactively attracting and retaining new talent to the County

Develop an organizational language access plan.

Continue to expand the Welcome Plan network and resources

Explore and initiate a paid media campaign to target residents for employment opportunities

Engage in community outreach events, partner meetings, and host an in-person or virtual county career fair

RESOURCES Who will take action?

Administrator's Office

Administrator's Office

Administrator's Office Human Resources

Administrator's Office Human Resources



Effective Communications

We will be transparent and clear in the communications and decisions of the county.



GOALS What do we want to achieve?

Goal 1: Elevate the county's significant initiatives through regular, ongoing communication

Goal 2: Ensure visible County leadership and employee participation in community initiatives

Evaluate tools that enhance the Board's communication efforts

Continually improve resident engagement opportunities

Enhance the county's engagement and collaboration with local units of government

Improve external collaboration through community engagement and participation in local initiatives

Implement the 2024 Strategic **Communications** Plan





Employees, Board, and residents regularly receive information and notification of community events and initiatives

Establish clear objectives, assign accountability, and implement progress tracking to ensure steady advancement across all departments reporting to the Administrator.

Administrator will appoint a small staff/commissioner workgroup to develop Board-specific communication plan and identify any needed resources

Increase resident-centric reporting and communication

Survey residents on the effectiveness of county communications

Meet regularly with, and build a framework for two-way communication with local units of government

Encourage staff and elected official participation in local event and initiatives (public/private/non-profit)

Various Departments

Administrator's Office

Administrator's Office

Administrator's Office

Administrator's Office

Administrator's Office

RESOURCES

Who will take action?

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Various Departments







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