

CLERK

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PUBLIC SAFETY COMMITTEE

Tuesday, August 14, 2012
2:30 P.M.

Manistee County Courthouse & Government Center
Board of Commissioners Meeting Room

AGENDA

- 1) 2:30 P.M. - Colleen Kenny, President of the Manistee County Humane Society, will appear before the Committee to discuss issues concerning the relationship between Manistee County Animal Control and the Humane Society operation and building.
- 2) Sheriff Items.
 - A) Discussion regarding a FY 2012/13 budget proposal for part-time Court Transport Deputies.
 - B) Other.
- 3) Emergency Management Coordinator Items.
 - A) Review and consideration to recommend approval of the FY 2011/12 Emergency Management Performance Grant Agreement between the State of Michigan and Manistee County (APPENDIX A).
- 4) Jail Administrator Items.
- 5) Miscellaneous Discussion/Information Items.
- 6) Other Items from Committee Members.
- 7) Adjournment.

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State of Michigan FY 2012 Emergency Management Performance Grant (EMPG) Grant Agreement

(APPENDIX A-1)

October 1, 2011 to September 30, 2012

CFDA Number: 97.042 Grant Number: EMW-2012-EP-00033
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This Fiscal Year 2012 (FY 2012) Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Subgrantor), and the

COUNTY OF MANISTEE
(hereinafter called the Subgrantee)

I. Purpose and Objectives

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

The FY 2012 EMPG Program plays an important role in the implementation of Presidential Policy Directive 8 (PPD-8) by supporting the development and sustainment of core capabilities. The federally designated priorities for the FY 2012 EMPG grant are (1) Implementation of PPD-8, and (2) Advancing "Whole Community" Security and Emergency Management.

FY 2012 EMPG program activities will support activities described with PPD-8 and the National Preparedness Goal (NPG). These activities include continued development and sustainment of core capabilities needed to close gaps and strengthen the Nation's preparedness.

To address the priority for Advancing "Whole Community" Security and Emergency Management, four objectives have been identified and each has been given a performance measure and associated reporting requirement to determine effectiveness in utilizing EMPG Program funding to prepare for all hazards and advance a whole community approach.

For more information on PPD-8, federally designated priorities, and the FY12 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2012 EMPG Funding Opportunity Announcement, located at http://www.fema.gov/pdf/government/grant/2012/fy12_empg_foa.pdf.

II. Statutory Authority

Authorizing authority for the FY 2012 EMPG is provided by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA) (Public Law 109-295), as amended by section 201 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288), as amended, 42 U.S.C. 5121-5207, sections 201, 611(j) and 613; 42 U.S.C. 5131, 5196(j), and 5196b, respectively; specifically, the National Flood Insurance Act of 1968 (42 U.S.C. 4001 et seq.), the Earthquake Hazards Reduction Act of 1977 (42 U.S.C. 7701 et seq.), and Reorganization Plan No. 3 of 1978 (5 U.S.C. App.). Appropriation authority is provided by The Consolidated Appropriations Act, 2012, Division D (Public Law 112-74).

The Subgrantee agrees to comply with all EMPG program requirements in accordance with the federal FY 2012 EMPG Funding Opportunity Announcement, located at http://www.fema.gov/pdf/government/grant/2012/fy12_empg_foa.pdf; the state EMPG Guidebook; the Michigan Emergency Management Act, Act 390, P.A. of 1976, as amended, located at http://www.michigan.gov/documents/mspemd-Act_390_of_1976_7125_7.pdf; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, located at <http://www.fema.gov/about/stafact>. The Subgrantee also agrees to comply with regulations, including, but not limited to the following, as applicable:

(A-2)

- A. Administrative Requirements
 - 1. 44 CFR, Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (OMB Circular A-102)
 - 2. 2 CFR, Part 215, *Uniform Administrative Requirements for Grants and Agreements to Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* (OMB Circular A-110)
 - 3. 44 CFR, Part 10 Federal Acquisition Regulations (FAR), *Contract Cost Principles and Procedures, Contracts with Commercial Organizations: Environmental Considerations*
- B. Cost Principles
 - 1. 2 CFR, Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87)
 - 2. 2 CFR, Part 220, *Cost Principles for Educational Institutions* (OMB Circular A-21)
 - 3. 2 CFR, Part 230, *Cost Principles for Non-Profit Organizations* (OMB Circular A-122)
 - 4. 44 CFR, Part 31.2 Federal Acquisition Regulations (FAR), *Contract Cost Principles and Procedures, Contracts with Commercial Organizations*
- C. Audit Requirements
 - 1. OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, located at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf
 - 2. Improper Payments Information Act (IPIA) of 2002, (Public Law 107-300), located at <http://www.dol.gov/ocfo/media/regs/IPIA.pdf>.
- D. Duplication of Benefits
 - 1. There may not be a duplication of any federal assistance by governmental entities, per 2 CFR Part 225, Basic Guidelines Section C.3 (c).
 - 2. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2.

Code of Federal Regulations (CFR) documents are located online at www.eCFR.gpoaccess.gov.

III. Grant Award Amount and Restrictions

- A. The COUNTY OF MANISTEE is awarded \$27525.00 under the FY 2012 EMPG. The Subgrantor determined the Subgrantee's EMPG allocation as 37.027545% of the Subgrantee's emergency program manager's salary and fringe benefits. Because it is dependent upon the level of federal funding for the EMPG program, the award may be reduced if the level of federal funding is decreased. The Subgrantee may receive less than the allocated amount if the Subgrantee's cost share of wages and fringe benefits paid to the program manager are less than the total allocation. The Subgrantee's EMPG program budget is documented on the "Local Budget for Emergency Management Performance Grant" (form EMD-17).
- B. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subgrantee may utilize grant funds for the reimbursement of salary, overtime, and associated fringe benefits for the program manager.** No other expenditures are allowed.
- C. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes.
- D. In FY 2012, the EMPG Program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Public Law 93-288), as amended, 42 U.S.C. 5121-5207. Specifically, Title VI, sections 611(j) and 614. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The Federal Emergency Management Agency (FEMA) administers cost matching requirements in accordance with 44 CFR Part 13.24 or 2 CFR Part 215.23. To meet matching requirements, the grantee contributions must be reasonable, allowable, allocable, and necessary under the grant program and must

(A-3)

comply with all federal requirements and regulations. FEMA administers cost match requirements in accordance with 44 CFR Part 13.24, which is located at www.eCFR.gpoaccess.gov.

See the FY 2012 EMPG Funding Opportunity Announcement, located at http://www.fema.gov/pdf/government/grant/2012/fy12_empg_foa.pdf, for additional match guidance, to include match definitions, basic guidelines, and governing provisions.

- E. FEMA has implemented additional effectiveness measures and reporting requirements. Included are targeted training requirements for the National Incident Management System (NIMS) and the FEMA Professional Development Series (PDS). Training requirements are to be met through the FEMA Emergency Management Institute (EMI) online Independent Study (IS) system. Also included were targeted exercise requirements, and EMPG funded personnel are required to participate in three exercises per year.

Continuing with the grant guidance of FY 2012, programs are required to fill out the quarterly training and quarterly exercise reports (forms) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements will be provided by the Subgrantor. Changes to the program may be implemented in FY 2012, with guidance provided at the time work agreements are developed.

- F. Upon request, the Subgrantee must provide to the Subgrantor information necessary to meet federal subaward reporting and executive compensation requirements.

IV. Responsibilities of the Subgrantee

- A. FY 2012 EMPG funds must supplement, not supplant, state or local funds. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the application review, in subsequent monitoring, and in the audit. The Subgrantee may be required to supply documentation certifying that it did not reduce non-federal funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.
- B. The Subgrantee agrees to comply with all applicable federal and state regulations, including, but not limited to the FY 2012 EMPG Funding Opportunity Announcement, located at http://www.fema.gov/pdf/government/grant/2012/fy12_empg_foa.pdf; and the Agreement Articles Applicable to Subgrantees: Fiscal Year 2012 Emergency Management Performance Grants. Each of these documents is incorporated by reference into this grant agreement. A document listing the *Agreement Articles Applicable to Subgrantees: Fiscal Year 2012 Emergency Management Performance Grants* is enclosed with the grant agreement packet.
- C. In addition to this FY 2012 EMPG grant agreement, the Subgrantee shall complete, sign, and submit to Subgrantor the following documents, which are incorporated by reference into this grant agreement:
1. Standard Assurances
 2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirement
 3. State of Michigan Audit Certification Form (EMD-053)
 4. DUNS Number Record Form
 5. Other documents that may be required by federal or state officials
- D. The FY 2012 EMPG covers eligible costs from October 1, 2011 to September 30, 2012. Please refer to the FY 2012 EMPG Funding Opportunity Announcement, located at http://www.fema.gov/pdf/government/grant/2012/fy12_empg_foa.pdf, for a detailed list of what costs are eligible under this grant. Allowable costs are specifically addressed in Appendix C of the Funding Opportunity Announcement.

(A-4)

- E. Complete quarterly work agreements in accordance with the Emergency Management Fiscal Year 2012 Work Agreement, as scheduled.
- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Subgrantor.
- G. Appoint an emergency management program manager who is able to assume responsibility for the following functions, either personally or through officers:
 - 1. Development and maintenance of programs and systems for effective coordination of community resources in all phases of emergency management: mitigation, preparedness, response, and recovery.
 - 2. Planning and preparation for population protection, including evacuation, shelter/reception, logistics and resource management. Ensure that Executive Order #13347 entitled "Individuals with Disabilities in Emergency Preparedness" is being addressed. Further information can be found at the Disability and Emergency Preparedness Resource Center located at www.disabilitypreparedness.gov.
 - 3. Planning and preparation for its appropriate role in response to natural and man-made emergencies and disasters.
 - 4. Exercising the emergency operations plan of the jurisdiction.
 - 5. Emergency management training.
 - 6. Response and recovery from natural and man-made hazards, homeland security related incidents, and other emergencies that may threaten the safety and well-being of citizens and communities.
 - 7. Promoting public awareness of hazards and encouraging family and individual preparedness.
 - 8. Identifying and implementing measures to mitigate the negative impact of disasters and emergencies.
 - 9. Assure full NIMS compliance, as detailed in state guidance, by the end of FY 2012. NIMS information is available at <http://www.fema.gov/emergency/nims>. More information on complying with NIMS is available from the State NIMS Coordinator.
 - 10. Identify needs and priorities for strengthening capabilities, while simultaneously addressing issues of state and national concern.
- H. Provide Subgrantor with complete job description for the federally funded EMPG program manager, including non-EMPG duties.
- I. Notify the Subgrantor immediately of any changes in the EMPG funded program manager's position.
- J. The Subgrantee will contribute to the development and maintenance of the State's Multi-Year Training and Exercise Plan (TEP) and conduct exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) to accomplish this goal. Specific requirements are as follows:
 - 1. Exercises must be conducted by the Subgrantee at least annually.
 - 2. Exercises must comply with the Subgrantee's Emergency Management Annual Work Agreement.
 - 3. The Subgrantee must also submit a three-year exercise plan worksheet reflecting upcoming training events and exercises which are to be included in the annual State Multi-Year Training and Exercise Plan.
 - 4. An After Action Report/Improvement Plan (AAR/IP) shall be completed for each exercise and submitted to the Michigan State Police Emergency Management and Homeland Security Division (EMHSD) State Exercise Officer.
- K. Ensure the EMPG funded program manager completes specific training classes as required by the Annual Work Agreement for FY 2012.
- L. Have an approved and current emergency operations plan on file with the EMHSD District Coordinator.
- M. The Subgrantee agrees to prepare the form EMD-007 "EMPG Expenses Claimed for Local Program Contributions Form". The EMD-007 form is also referred to as the "Quarterly Billing Form". The Subgrantee agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. The most current EMD-007 form must be used or the reimbursement

(A-S)

request will not be processed. The "Quarterly Billing Form" (EMD-007) is located at http://www.michigan.gov/msp/0,1607,7-123-1645_3500_4614---,00.html.

- N. Comply with applicable financial and administrative requirements set forth in the current edition of 44 CFR, Part 13 including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency, for purposes of federal and/or state examination and audit.
 - 3. Perform the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as further described in 44 CFR, Part 13.
- O. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347.
- P. Complete additional reporting requirements for the fourth quarter, ending September 30, 2012. Guidance for accomplishing these requirements will be provided by the Subgrantor.

V. Responsibilities of Subgrantor

The Subgrantor, 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 Subgrantee.
- C. Provide to the Subgrantee any special report forms and reporting formats (templates) required for operation of the program.
- D. Reimburse the Subgrantee, in accordance with this grant agreement, in an amount not to exceed 50% of allowable expenditures, up to the Subgrantee's total EMPG award, based upon appropriate reports, records, and documentation submitted by the Subgrantee. Quarterly reimbursements will be determined by the amount of the program manager's salary and fringe benefits submitted.
- E. At its discretion, independently, or in conjunction with the awarding federal agency, conduct random on-site reviews of the Subgrantee.

VI. Reporting Procedures

- A. The Subgrantee agrees to prepare quarterly reports using the "Emergency Management Fiscal Year 2012 Work Agreement/Quarterly Reports Form" (EMD-31) and submit them to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. Reimbursement of expenditures by the Subgrantor is contingent upon the Subgrantee's completion of scheduled work activities.
- B. If the Subgrantee fails to complete the scheduled work activities during a quarter, the Subgrantor will withhold reimbursement until either the work is completed or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. If scheduled work activities are not completed by the end of the fiscal year, September 30, 2012, any balance of the EMPG award may be forfeited.
- C. A Subgrantee that fails to complete the annual exercise requirement, as scheduled within FY 2012 may be ineligible for EMPG funding for that quarter and all remaining quarters of FY 2012, and all subsequent quarters until the quarter when the qualifying exercise is completed.

D. Subgrantees failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension of grant activities until reports are received.

E. Reporting periods and due dates are as follows:

October 1 through December 31; Due January 20

January 1 through March 31; Due April 20

April 1 through June 30; Due July 20

July 1 through September 30; Due October 20

VII. Payment Procedures

- A. The Subgrantee agrees to prepare the form EMD-007 "EMPG Expenses Claimed for Local Program Contributions Form". The EMD-007 form is also referred to as the "Quarterly Billing Form". The Subgrantee agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator no later than 20 days following the end of each quarter. The most current EMD-007 form must be used or the reimbursement request will not be processed. The "Quarterly Billing Form" (EMD-007) is located at http://www.michigan.gov/msp/0,1607,7-123-1645_3500_4614---,00.html.
- B. If the Subgrantee submits an incomplete or late quarterly billing report to the District Coordinator, the billing may not be processed until the following quarter.
- C. The Subgrantee agrees to return to the Subgrantor any unobligated balance of funds held by the Subgrantee at the end of the agreement period or handle them in accordance with the instructions provided by the Subgrantor.

VIII. Employment Matters

Subgrantee shall comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), as amended; Title VIII of the *Civil Rights Act of 1968* (42 U.S.C. § 3601 et seq.); Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)* (20 U.S.C. § 1681 et seq.), the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.); Titles I, II and III of the *Americans with Disabilities Act of 1990* (42 U.S.C. §§ 12101-12213); 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.), Section 504 of the *Rehabilitation Act of 1973*, (29 U.S.C. § 794), as amended, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subgrantee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subgrantee agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subgrantee shall ensure that no subcontractor, manufacturer, or supplier of the Subgrantee for projects related to this grant agreement appears on the Federal Excluded Parties List System, located at www.epls.gov.

IX. Limitation of Liability

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

(A-7)

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

X. Redistribution Prohibition

A grant awarded under this grant agreement shall be used by the Subgrantee and shall not be redistributed by the Subgrantee to any other entity unless specifically provided for in the grant agreement.

XI. 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.

XII. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2011 to September 30, 2012. 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 consists of two identical sets, simultaneously executed; each is considered an original having identical legal effect. This grant agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subgrantee agrees to return to the Subgrantor any funds not authorized for use, and the Subgrantor shall have no further obligation to reimburse the Subgrantee.

XIII. 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 Subgrantor and Subgrantee, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. Subgrantee agrees to inform Subgrantor 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 Subgrantor. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Subgrantor may suspend or terminate subgrant funding to the Subgrantee, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the subgrant application.
- Failure to follow grant agreement requirements or special conditions.
- Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- Failure to submit required reports.
- Filing of a false certification in the application or other report or document.

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

(A-8)

XIV. Business Integrity Clause

The Subgrantor may immediately cancel the grant without further liability to the Subgrantor or its employees if the Subgrantee, an officer of the Subgrantee, or an owner of a 25% or greater share of the Subgrantee 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 Subgrantor, reflects on the Subgrantee's business integrity.

XV. Freedom of Information Act (FOIA)

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

(A-9)

XVI. Official Certification

For the Subgrantee

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

COUNTY OF MANISTEE

Name of Subgrantee

For the Chief Elected Official:

Printed Name

Title

Signature

Date

For the Local Emergency Program Manager:

Printed Name

Title

Signature

Date

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

W. Thomas Sands, Captain
Printed Name

Deputy State Director of Emergency
Management and Homeland Security
Title



Signature

7/20/2011
Date