

Sheriff Emergency Services
2021 Homeland Security Grant
Project 1550213609

	Original	Revised	Variance
REVENUE			
500000 Federal Revenue	\$ -	\$ 328,055	\$ 328,055
EXPENDITURE			
702000 Salaried-Perm	\$ -	\$ 63,095	\$ 63,095
703000 Part-Time Temporary	\$ -	\$ 16,800	\$ 16,800
715200 Fringe Benefits	\$ -	\$ 44,605	\$ 44,605
754000 Operating Supplies	\$ -	\$ 167,615	\$ 167,615
805000 Travel	\$ -	\$ 500	\$ 500
805500 Emp Development	\$ -	\$ 18,140	\$ 18,140
<u>962000 Machinery & Equip</u>	<u>\$ -</u>	<u>\$ 17,300</u>	<u>\$ 17,300</u>
Total Expenditure	\$ -	\$ 328,055	\$ 328,055

**2021 HOMELAND SECURITY GRANT PROGRAM
INTERLOCAL FUNDING AGREEMENT
BETWEEN
MACOMB COUNTY
AND
WASHTENAW COUNTY**

This Interlocal Funding Agreement ("the Agreement") is made between Macomb County, Michigan Municipal Corporation, 1 S. Main, Mt. Clemens, MI 48043 ("Fiduciary"), and Washtenaw County, a Michigan Municipal Corporation, 220 North Main Street, Ann Arbor, MI 48107-8645, a Michigan Municipal Corporation ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, the Fiduciary and the Political Subdivision enter into this Agreement for the purpose of passing through 2021 Homeland Security Grant Program (Grant Program) funds to the Political Subdivision; delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision, and the Region 2 Planning Board regarding the Grant Program; and addressing use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or overtime with Grant Program funds.

Macomb County, Michigan was elected and appointed Fiduciary for the 2021 Homeland Security Grant Program by Region 2 Planning Board at its November 17, 2021 meeting.

Macomb County accepted the position of Fiduciary and as a result entered into the 2021 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.
 - 1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are

imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.

- 1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.4. **Fiduciary** means Macomb County, a Michigan Municipal Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, and/or any such persons successors.
- 1.5. **Political Subdivision** means a Michigan Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such person's successors.
- 1.6. **Region** means the area comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. This Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
- 1.7. **Region 2 Homeland Security Planning Board ("Region 2 Planning Board")** means the Regional Homeland Security Planning Board for Region 2, as created by the Michigan Homeland Protection Board, and is comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. The Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.
- 1.8. **2021 Homeland Security Grant Program ("Grant Program")** means the grant program described and explained in Exhibit B which began September 1, 2021 and ends May 31, 2024. The Grant Program is a primary funding mechanism, administered by the United States Department of Homeland Security (DHS) and 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 (NPG) of a secure and resilient nation.
2. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – Region 2 Homeland Security Planning Board meeting minutes from November 17, 2021; re: 2021 Homeland Security Grant Program Fiduciary;
 - 2.2. **Exhibit B** – 2021 Homeland Security Grant Program Agreement between the Fiduciary and the State;
3. **FIDUCIARY RESPONSIBILITIES.**
 - 3.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan, attached as Exhibit B.

- 3.2. The Fiduciary shall comply with all requirements set forth in the 2021 Homeland Security Grant Program Guidance.
 - 3.3. The Fiduciary shall submit all required project forms to the State for review and approval which the Political Subdivision has submitted to the Fiduciary and been approved by the Region 2 Homeland Security Planning Board.
 - 3.4. The Fiduciary shall reimburse the Political Subdivision, for the equipment, services and/or personnel costs as set forth in the forms as supplied and required by the State and the applicable reimbursement forms reviewed and approved by the State. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by the State and the Fiduciary, are properly executed by the Parties. The Fiduciary's Emergency Management representative/designee shall execute the forms on behalf of the Fiduciary and the Emergency Coordinator shall execute the forms on behalf of the Political Subdivision. The Fiduciary in its sole discretion shall determine if the reimbursement forms are properly executed.
 - 3.5. The Fiduciary shall create and maintain, an inventory of all equipment purchased with Grant Program funds in accordance with 2 CFR, Part 200.313 located at <http://www.ecfr.gov>.
 - 3.6. The Fiduciary shall notify the Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of Grant Program funds released to the Political Subdivision for that fiscal year. This amount shall include the dollar amount of equipment purchased with Grant Program funds by the Political Subdivision.
 - 3.7. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the Region 2 Planning Board Secretary and the Political Subdivision.
4. **POLITICAL SUBDIVISION RESPONSIBILITIES.**
- 4.1. The Political Subdivision is entitled to reimbursement of allowable expenses for the Grant Program in an amount not to exceed \$19,529.00 in the SHSP funding source; and \$278,526.00 in the UASI funding source. This amount does not include Grant Program funds allocated to the Region 2 Designated Funding Allocation.
 - 4.2. The Political Subdivision shall prepare all required forms for the use of Grant Program funds and shall submit such forms to the Region 2 Planning Board for review and approval via the process designated by the Region 2 Planning Board. Upon approval from the Region 2 Planning Board, the Fiduciary will forward the required forms to the State for review and approval.
 - 4.3. All funds allocated to the Political Subdivision in Section 4.1 require proof of encumbrance or requests for reimbursement received by the Fiduciary no later than 5:00 p.m. on November 30, 2023. Grant funds which are not encumbered or which do not have reimbursement requests received by the Fiduciary by this date will be reallocated to the Region 2 Designated Funding Allocation.

- 4.4. The Political Subdivision shall use the equipment purchased with Grant Program funds, and all Grant Program funds in accordance with the 2021 Homeland Security Grant Program Guidance.
- 4.5. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment purchased with Grant Program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or “home-base” where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision and continue until three (3) years after the close of this Grant Program.
- 4.6. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision’s Schedule of Expenditures of Federal Awards.
- 4.7. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.
- 4.8. The Political Subdivision shall make the equipment available to the Fiduciary, the State and Federal Auditors upon request.
- 4.9. The Political Subdivision shall comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.
- 4.10. The Political Subdivision shall comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to the following provisions:
 - a. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by federal or state audit.
 - b. 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.
 - c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three years after their disposition.
 - d. Non-federal organizations which expend \$750,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.
- 4.11. The Political Subdivision 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 13347.

- 4.12. Environmental and Historic Preservation Compliance: The federal government is required to consider the potential impacts to the human and natural environment of projects proposed for federal funding. The Environmental and Historic Preservation (EHP) program engages in a review process to ensure that federally-funded activities comply with various federal laws. The goal of these compliance requirements is to protect our nation's water, air, coastal, wildlife, agricultural and low-income and minority populations. The Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
 - 4.13 The Political Subdivision shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq) for grant funded construction projects. The Political Subdivision must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations is located at: <http://www.dol.gov/whd/govcontracts/dbra.htm>.
 - 4.14 Upon request, the Political Subdivision will supply to the Subgrantor any information required to meet federally- mandated reporting requirements, including, but not limited to, requirements related to the *Federal Funding Accountability and Transparency Act of 2006* (FFATA) (Public Law 109-282), as amended by Section 6202(a) of the *Government Funding Transparency Act of 2008* (Public Law 110-252) and DHS program specific reporting requirements.
 - 4.15 The Political Subdivision must acknowledge and agree to comply with applicable provisions governing U.S. Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Political Subdivision also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.
5. **REGION 2 PLANNING BOARD RESPONSIBILITIES.** The Parties agree and acknowledge that the Region 2 Planning Board shall have the following responsibilities:
- 5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
 - 5.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
 - 5.3. Hold public meetings, subject to the Michigan Open Meetings Act;

- 5.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;
- 5.5. Establish sub-committees to carry out its work;
- 5.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
- 5.7. Review and approve all required forms for the expenditure of Grant Program funds that are submitted.
- 5.8. Ensure that all grant projects are aligned to the appropriate FY 2021 HSGP Investment and Homeland Security Strategy. Projects to be funded by SHSP must align to one of Michigan's FY 2021 SHSP Investments and the State of Michigan Homeland Security Strategy. Projects to be funded by UASI must align to a FY 2021 UASI Investment and the UASI Homeland Security Strategy. Project documentation will include an explanation of how each project benefits Region 2.
- 5.9. Ensure the Subgrantee, in its role as regional fiduciary, is fully apprised of all projects approved by the Region 2 Homeland Security Planning Board.
- 5.10. Develop and implement a stand-alone Southeast Michigan Urban Area Security Initiative (SEMI UASI) Multi-Year Training and Exercise Plan or provide evidence of the SEMI UASI's adoption and utilization of the state's Multi-Year Training and Exercise Plan.

6. DURATION OF INTERLOCAL AGREEMENT.

- 6.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party and shall end three (3) years from the date the Grant Program is closed. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

7. LIABILITY/ASSURANCES.

- 7.1. Each Party shall be responsible for any Claim made against that Party by a third party, and for the acts of its employees or agents arising under or related to this Agreement.
- 7.2. In any Claim that may arise under or relate to this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.
- 7.3. Neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or agents in connection with any Claim.
- 7.4. Notwithstanding any other provision of this Agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of Grant Program funds that it receives or the use or misuse of the equipment, including but not


limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

- 7.5. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 7.6. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, attached as Exhibit B, and the 2021 Homeland Security Grant Program Guidance.
8. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.
9. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
10. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
11. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
12. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement.

No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.


15. **SEVERABILITY**. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
16. **CAPTIONS**. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
17. **NOTICES**. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 17.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Macomb County Office of Emergency Management and Communications, 117 S. Groesbeck, Mt. Clemens, MI 48043.
 - 17.2. If Notice is sent to the Political Subdivision, it shall be addressed to: Washtenaw County Sheriff's Office Emergency Services Division, 2201 Hogback Road, Box 8645, Ann Arbor, MI 48107-8645.
 - 17.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
18. **GOVERNING LAW**. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
19. **AGREEMENT MODIFICATIONS OR AMENDMENTS**. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.
20. **ENTIRE AGREEMENT**. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF,

EXECUTED: 

Andrew S. McKinnon
Deputy County Executive
County of Macomb

DATE: 10/20/2022

WITNESSED: 

DATE: 10/20/2022

Political Subdivision: Washtenaw County

EXECUTED: _____

DATE: _____

WITNESSED: _____

DATE: _____