2022 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 2022 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 2022 Homeland Security Grant Program by Region 2 Planning Board at its August 17, 2022, meeting.

Macomb County accepted the position of Fiduciary and as a result entered into the 2022 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. **<u>DEFINITIONS</u>**. 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. <u>Agreement</u> 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. <u>Claim</u> 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. <u>Fiduciary</u> 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. <u>Political Subdivision</u> means a Michigan Municipal Corporation including, but not limited to, it's 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. **2022 Homeland Security Grant Program ("Grant Program")** means the grant program described and explained in Exhibit B which began September 1, 2022 and ends May 31, 2025. 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. <u>AGREEMENT EXHIBITS</u>. The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.
 - 2.1. <u>Exhibit A</u> Region 2 Homeland Security Planning Board meeting minutes from August 17, 2022; re: 2022 Homeland Security Grant Program Fiduciary;
 - 2.2. **Exhibit B** 2022 Homeland Security Grant Program Agreement between the Fiduciary and the State;

3. <u>FIDUCIARY RESPONSIBILITIES</u>.

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 2022 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 \$18,829 in the SHSP funding source; and \$277,849 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, 2024. 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 2022 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.
- 4.16 The political subdivision shall comply with any minimum expenditures established by the Region 2 Homeland Security Planning Board intended to ensure compliance with DHS National Priorities (NP) and the Law Enforcement Terrorism Prevention Allocation (LETPA), as well as any maximum personnel expenditures established by the board to ensure compliance with the PRICE Act.
- 5. <u>REGION 2 PLANNING BOARD RESPONSIBILITIES.</u> 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 Threat and Hazard Identification and Risk Assessment (THIRA). Projects to be funded by SHSP must support closing a capability gap identified in the State of Michigan THIRA. Projects to be funded by UASI must support closing a capability gap identified in the Detroit/Southeast Michigan THIRA.
- 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.
- 5.11. Establish minimum expenditures for each political subdivision to support implementation of the NP and LETPA, and maximum personnel expenditures to ensure compliance with the PRICE Act.

6. <u>DURATION OF INTERLOCAL AGREEMENT</u>.

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 2022 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. **<u>DISCRIMINATION</u>**. 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. <u>PERMITS AND LICENSES</u>. 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. <u>RESERVATION OF RIGHTS</u>. 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. <u>DELEGATION/SUBCONTRACT/ASSIGNMENT</u>. 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. <u>CAPTIONS</u>. 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. <u>AGREEMENT MODIFICATIONS OR AMENDMENTS</u>. 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:
WITNESSED:	DATE:
Political Subdivision: Washtenaw County	
EXECUTED:	DATE:
WITNESSED.	DATE.

State of Michigan Fiscal Year 2022 Homeland Security Grant Program Grant Agreement

September 1, 2022 to May 31, 2025

Assistance Listings Number: 97.067 Grant Number: EMW-2022-SS-00031-S01

This Fiscal Year (FY) 2022 Homeland Security Grant Program (HSGP) 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 MACOMB

(hereinafter called the Subrecipient)

I. Purpose

The FY 2022 HSGP supports state, local, and tribal efforts to prevent terrorism and other catastrophic events, and prepares the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2022 HSGP provides funding to implement investments that enhance terrorism preparedness and serve to build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The purpose of this grant agreement is to provide federal pass-through funds to the Region 2 Homeland Security Planning Board (hereinafter called the regional board) through the Subrecipient, which has been voted and approved to act as the Fiduciary Agent on behalf of and as a part of the regional board for the FY 2022 HSGP.

The HSGP is comprised of three grant programs, two of which are covered by this grant agreement:

State Homeland Security Program (SHSP): The SHSP provides funds for state, local, and tribal preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. The SHSP supports implementation of the National Preparedness System (NPS) by providing funds to address planning, organization, equipment, training, and exercise needs to prevent, prepare for, protect against, and respond to acts of terrorism. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subrecipients must describe this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness.

Urban Areas Security Initiative (UASI): The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the whole community approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, preparedness for, protection from, or response to acts of terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other

hazards. Subrecipients must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Urban Areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. The UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region. Identified Urban Areas must take an inclusive regional approach to the development and implementation of the UASI program and involve the contiguous jurisdictions, mutual aid partners, port authorities, rail and transit authorities, state agencies, statewide Interoperability Coordinators, Citizen Corps Council(s), and campus law enforcement in their program activities.

Allowable activities must comply with the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual, both located at http://www.fema.gov/homeland-security-grant-program, align with Michigan's FY 2022 HSGP investments, support capability targets established in the Threat and Hazard Identification and Risk Assessment (THIRA) and gaps identified in the Stakeholder Preparedness Review (SPR), and align to projects specifically approved by the Recipient.

Subrecipients must take a regional approach when determining the best use of FY 2022 HSGP funds. Subrecipients must consider the needs of local units of government, tribal governments, the private sector, and nonprofit and faith-based community organizations. Specific attention should be paid to how available preparedness funding sources can effectively support a whole community approach to emergency preparedness and management and the enhancement of core capabilities.

II. Statutory Authority

Funding for the FY 2022 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002 (Pub. L. No. 107-296, as amended) (6U.S.C. § 603).

Appropriation authority is provided by the *Department of Homeland Security Appropriations Act*, 2022 (*Pub. L. No. 117-103*).

The Subrecipient agrees to comply with all FY 2022 HSGP program requirements in accordance with the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at https://www.dhs.gov/sites/default/files/202201/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf, the FY 2022 HSGP Agreement Articles Applicable to Subrecipients included with the grant agreement packet, and the FY 2022 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

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

- 1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at http://www.ecfr.gov, select Title 2.
- FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements.

III. Award Amount and Restrictions

- A. The **County of Macomb**, acting as the Fiduciary Agent on behalf of and as a part of the Region 2 Board, is awarded **\$4,484,619** under the FY 2022 HSGP. This total consists of **\$284,619** from the SHSP and **\$4,200,000** from the UASI program. 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 2022 HSGP covers eligible costs from September 1, 2022, to May 31, 2025.
- C. HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.
- D. At least \$1,345,386 of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at http://www.fema.gov/national-planning-frameworks. The Subrecipient must meet its minimum LETPA funding requirement for the FY 2022 HSGP.
- E. The FY 2022 HSGP includes six national priority areas. A minimum of 30% of the total allocation, or at least \$85,386 of SHSP funds and \$1,260,000 of UASI funds, must be allocated between the six following national priority areas:
 - 1) Enhancing the protection of soft targets/crowded places;
 - 2) Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
 - 3) Combating domestic violent extremism;
 - 4) Enhancing community preparedness and resilience;
 - 5) Election Security;
 - 6) Cybersecurity.

The priority areas of enhancing the protection of soft targets/crowded places, enhancing information and intelligence sharing and cooperation with federal agencies, combating domestic violent extremism, and enhancing community preparedness and resilience, must each be funded at a minimum of \$8,539 of SHSP funds and \$126,000 of UASI funds, or 3% of the award amount. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2022 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual http://www.fema.gov/homeland-security-grant-program.

- F. A maximum of \$142,309 of SHSP award funds and \$2,100,000 of UASI award funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008* (Public Law 110-412). In general, the use of HSGP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. Additional information on personnel costs is provided in the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291.
- G. Exactly \$14,230 of SHSP award funds and \$210,000 of UASI award funds may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. The M&A allowable costs are defined in the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity, and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program. The use of M&A award funds by the Subrecipient is not subject to review and approval of the Region 2 Homeland Security Planning

Board. At the discretion of the Subrecipient, any unused portion of the M&A award funds may be reallocated to the Region 2 HSGP Designated Funding Allocation.

- H. Exactly \$67,597 of SHSP award funds and \$997,500 of UASI award funds are allocated to Region 2 for use as the Region 2 HSGP Designated Funding Allocation. These funds will be used to support regional projects as determined by the Region 2 Homeland Security Planning Board.
- I. The grant award funds are allocated by the Recipient, acting as the State Administrative Agency (SAA). The local governmental units are entitled to the reimbursement of allowable expenses from the Subrecipient in the amounts listed below:

County of Macomb

SHSP funding source: \$35,004 UASI funding source: \$516,542

County of Monroe

SHSP funding source: \$15,540 UASI funding source: \$229,313

County of Oakland

SHSP funding source: \$36,254 UASI funding source: \$534,978

County of St. Clair

SHSP funding source: \$18,890 UASI funding source: \$278,753

County of Washtenaw

SHSP funding source: \$18,829 UASI funding source: \$277,849

County of Wayne

SHSP funding source: \$40,216 UASI funding source: \$593,448

City of Detroit

SHSP funding source: \$38,059 UASI funding source: \$561,617

- J. Reimbursement of allowable expenses to the local governmental unit by the Subrecipient will be contingent on satisfactory completion of all responsibilities identified within this grant agreement by the local governmental unit, as determined by the Subrecipient and/or the Recipient.
- K. No portion of the funds specifically allocated to local governmental units may be used for M&A expenses.
- L. All funds allocated to specific local governmental units require proof of encumbrance or reimbursement requests received by the fiduciary no later than 5:00 p.m. on **November 30, 2025**. This date is six months prior to the end of the grant agreement period. 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 HSGP Designated Funding Allocation.
- M. The Subrecipient may only fund projects which directly support one of the FY 2022 HSGP investments. To assist Subrecipients, the Recipient has developed the FY 2022 HSGP Michigan

Supplemental Guidance to provide additional information on developing projects consistent with the National Preparedness Goal, state and regional homeland security priorities, and Michigan's FY 2022 HSGP investment justifications.

- N. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the regional board and submitted to the Recipient by the Subrecipient.
- O. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review <u>must</u> be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

- P. A portion of FY 2022 HSGP funds should be allocated toward sustainment of the Regional Response Team Network (RRTN) and search and rescue capabilities, where applicable. The Subrecipient should ensure that support is provided through appropriate planning, equipment, training, and exercise activities.
- Q. In the event that the Department of Homeland Security (DHS) determines 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. Refer to the FY 2022 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program for a detailed list of allowable costs and program activities under this grant.
- C. The subrecipient shall not use FY 2022 HSGP 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 agrees to act as the Fiduciary Agent on behalf of and as a part of the regional board for the FY 2022 HSGP. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
 - 1. Make all purchases in accordance with federal and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at http://www.ecfr.gov.
 - 2. 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.
 - 3. Submit regional board-approved 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, must directly support one of the FY 2022 HSGP Investments, and must support at least one core capability from the National Preparedness Goal. Projects must be coordinated regionally and align to appropriate state and regional homeland security priorities. Any project that proposes a change in 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.
 - 4. Create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every calendar year, the Subrecipient must prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit via email at loaders@michigan.govlor by mail to P.O. Box 30634, Lansing, Michigan 48909. The physical inventory must be submitted to the Audit Unit by July 31 of the same year the inventory is completed. An Equipment Tracking template is available to assist the Subrecipient in meeting these requirements. The template can be found on the MSP/EMHSD Grant Programs webpage at www.michigan.gov/emhsd or by emailing EMD HSGP@michigan.gov.
 - 5. If the Subrecipient purchases equipment for a local governmental unit with FY 2022 HSGP funds, the Subrecipient shall make the equipment available for pick-up by other local governmental units per equipment assignments by the regional board. This process needs to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subrecipient should prepare documents, which, when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.
 - 6. 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.
 - 7. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.
 - 8. 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:
 - 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 from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R.. Part 200.
- e. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.
- 9. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at http://www.fema.gov/national-incident-management-system.
- 10. 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 13347.
- 11. Environmental and Historic Preservation Compliance. The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.
- 12. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant-funded construction projects. The Subrecipient 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. Davis-Bacon wage determinations are published on the Wage Determinations Online website at https://www.sam.gov.
- 13. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- 14. Maintain a valid Unique Entity Identifier (UEI) through SAM.gov at all times during the performance period of this grant.
- 15. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the DHS Standard Administrative Terms and Conditions located at https://www.dhs.gov/sites/default/files/2022-01/fy 2022 dhs terms and conditions version 2 dated jan 24 2022 508.pdf.

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 http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD HSGP@michigan.gov.

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 http://www.michigan.gov/emhsd. 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 which 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 CFR, 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, Grants and Financial Management 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 his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

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

IX. Limitation of Liability

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

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

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from September 1, 2022, to May 31, 2025. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient. Upon termination of grant agreement, the Subrecipient shall submit documentation, in a format specified by the Recipient, to formally end its status as Fiduciary Agent.

XII. Entire Grant Agreement

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

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

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its subrecipients.

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

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act (FOIA)

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

XV. **Official Certification**

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

Macomb County	MUN5FKTBJLQ5	
Subrecipient Name	Subrecipient's UEI	
Andrew S. McKinnon	Deputy County Executive	
Printed Name	Title	
	11/02/2022	
Signature	Date	
For the Recipient (Michigan State Police, Em Division)	ergency Management and Homeland Security	
<u>Capt. Kevin Sweeney</u> Printed Name	Commander, Emergency <u>Management and Homeland Security Division</u> Title	
	September 26, 2022	
Signature	Date	
	on this grant agreement as a certification that the Region n the County of Macomb to act as the Fiduciary Agent for the FY 2022 HSGP.	
Brandon Lewis	Regional Board Chair	
Printed Name	Title	
Bulg La	November 2, 2022	
Signature	Date	





Brandon Lewis, PEM
Director

Kristina Krieger, PEM Emergency Program Manager

Sean McCarthy Technical Services Manager

Michael Curtis Homeland Security Grant Manager

EMERGENCY MANAGEMENT & COMMUNICATIONS

117 South Groesbeck Highway • Mount Clemens, Michigan 48043
Phone: 586.469.5270 • Fax: 586.469.6439
oemc.macombgov.org

Kim Richmond
Preparedness Grants Unit Manager
Emergency Management and Homeland Security Division
Michigan State Police
PO Box 30634
Lansing, MI 48909

Kim,

At its meeting on August 17, 2022, the Region 2 Homeland Security Planning Board voted unanimously to appoint Macomb County as the regional fiduciary for the FY 2022 Homeland Security Grant Program.

I am providing you with this letter at the behest of the board as the official minutes from that meeting currently do not clearly reflect that. This issue will be addressed by the board and the minutes will be amended at a future meeting.

Please contact me if you have any questions.

Sincerely,

Brandon Lewis

Director

Macomb County Emergency Management and Communications

Chairperson, Region 2 Homeland Security Planning Board