

Wayne County Commission



Edward A. Boike, Jr.
Chairman

John Pfeiffer
Director

OFFICE OF POLICY RESEARCH & ANALYSIS

COMMITTEE MEMBERS

NOTICE OF MEETING

October 25, 2010

Moe Blackwell (Chair)

Bernard Parker (Vice Chair)

OF THE

Alisha Bell

Tim Killeen

Kevin M. McNamara

COMMITTEE ON

PUBLIC SAFETY, JUDICIARY, AND

HOMELAND SECURITY

Wednesday, October 27, 2010 at 11:30 A.M.

Hearing Room 704, Guardian Building, 500 Griswold, Detroit, MI 48226

Commissioner Moe Blackwell, Chair of the Committee on Public Safety, Judiciary and Homeland Security has scheduled the meeting of the Committee on Wednesday, October 27, 2010 at 11:30 a.m. in Hearing Room 704, Guardian Building, 500 Griswold, Detroit, MI 48226 to consider the following:

- A. Roll Call
- B. Approval of the minutes from the September 29, 2010 meetings.
- C. Unfinished Business
- D. New Business
1. Communication dated August 16, 2010 (received August 30th) requesting Commission approval of a retroactive grant agreement between the Michigan State Police and the Charter County of Wayne in the amount of \$255,427 to provide financial assistance to the Subgrantee for allowable costs in the 2009 Operation Stonegarden Grant Program; the CEO advises that the funds will provide a flexible framework of funding to support operational efforts along our nation's borders, such as the prevention of and operational response to illegal activities and to increase the security of the U.S. borders; the term of the grant

Note: This meeting is called in accordance with provisions of the "Open Meetings Act", Act No. 267, Public Acts of 1976.

Note: In accordance with the provisions of Rule 3, "The Chairperson of a Committee, when requested in advance of any given meeting, may permit a person making such request to address the Committee on any matter on the Agenda. Such person shall be limited to a maximum of five (5) minutes. The time for such address shall not be longer than the time allotted by the Chairperson, subject to the approval of the Committee".



agreement is from July 1, 2009 through March 31, 2012; the revenue from the grant will be deposited to Account No. 101 42606 529000 (Stone Garden Grant). (2010-02-017)

Note: The Commission received a letter from the department explaining why the contract is retroactive.

- E. Such other matters as may be properly submitted before the Committee.
- F. Public Comments
- G. Adjournment

Respectfully submitted,
John Pfeiffer, Director of Legislative Research (224-0909)
Darcel Brown, Legislative Research Assistant (224-0848)

Note 2: The County of Wayne will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the Commission meeting upon five days notice to the Clerk of the Commission. Individuals with disabilities requiring auxiliary aids or services should contact the Wayne County Commission by writing or calling to the address and number listed below or TDD

COMMITTEE ON PUBLIC SAFETY, JUDICIARY, & HOMELAND SECURITY

October 27, 2010

B. Approval of the minutes from the September 29, 2010 meetings.

MINUTES

COMMITTEE ON PUBLIC SAFETY, JUDICIARY & HOMELAND SECURITY

Wednesday, September 29, 2010- 11:30 A.M.

Hearing Room 704, Guardian Building, 500 Griswold, Detroit, MI, 48226.

A. Roll Call: 11:33 A.M.

Moe Blackwell, Chairman – Present
Bernard Parker, Vice-Chair –Excused
Alisha Bell – EDS (11:37)
Tim Killeen – Present
Kevin M. McNamara-Present
OTHERS: See sign-in sheet.

B. Minutes

Parker/Killeen

Approved. Minutes of the September 8, 2010 meetings. Motion Carried.

C. Unfinished Business

D. New Business

1. McNamara/Killeen

Approved. A retroactive, two-year lease agreement between the Charter County of Wayne and 400 Monroe Associates (of Detroit) not to exceed \$43,197 for lease space for the Wayne County Prosecutor's Fraud Protection Unit at the Wayne County Register of Deeds Office in the International Building. (2010-31-064) Motion Carried.

2. McNamara/Bell

Approved. A three-year grant contract between the Michigan Department of Human Services and the Charter County of Wayne in the amount of \$15,000 to provide additional funding to enhance Detroit Police Precincts Desk Blotter computer databases and assisting the initial police determination if youth taken into custody should be placed in a diversion program or petitioned to court for the "Correct Course" program. (2010-04-110) Motion Carried.

3. McNamara/Bell **Approved.** A contract renewal between the Charter County of Wayne and ETRS (of Berkley) not to exceed \$70,000 to provide a standardized risk/needs assessment for the offender, reduces the defendant's length stay in jail, and provides the offender access to appropriate alcohol abuse treatment in the Drunk Driver Jail Reduction Program. (2007-37-225R) Motion Carried.
4. Discussion of the status of the Tether contract.
- E. Such other matters as may be properly submitted before the Committee.
- F. Public Comments
- G. Adjournment

Bell/Killeen

11:53 A.M.

Respectfully submitted,
Darcel Brown
Legislative Research Assistant

H:/Darcel/PSJHSmin2010.September29

Wayne County Commission



Edward A. Boike, Jr.
Chairman

John Pfeiffer
Director

OFFICE OF POLICY RESEARCH & ANALYSIS COMMITTEE MEMBERS NOTICE OF MEETING September 24, 2010

Moe Blackwell (Chair)
Bernard Parker (Vice Chair)
Alisha Bell
Tim Killeen
Kevin M. McNamara

OF THE

COMMITTEE ON

PUBLIC SAFETY, JUDICIARY, AND

HOMELAND SECURITY

Wednesday, September 29, 2010 at 11:30 A.M.
Hearing Room 704, Guardian Building, 500 Griswold, Detroit, MI 48226

Commissioner Moe Blackwell, Chair of the Committee on Public Safety, Judiciary and Homeland Security has scheduled the meeting of the Committee on Wednesday, September 29, 2010 at 11:30 a.m. in Hearing Room 704, Guardian Building, 500 Griswold, Detroit, MI 48226 to consider the following:

- A. Roll Call
- B. Approval of the minutes from the September 8, 2010 meetings.
- C. Unfinished Business
- D. New Business
1. Communication dated August 23, 2010 (received September 3rd) requesting Commission approval of a retroactive, two-year lease agreement between the Charter County of Wayne and 400 Monroe Associates (of Detroit) not to exceed \$43,197 for lease space for the Wayne County Prosecutor's Fraud Protection Unit at the Wayne County Register of Deeds Office in the International Building; the CEO advises that the Fraud Protection Unit currently occupies 1,400 square feet and additional lease space is needed to fulfill the grant award and due to an

Note: This meeting is called in accordance with provisions of the "Open Meetings Act", Act No. 267, Public Acts of 1976.

Note: In accordance with the provisions of Rule 3, "The Chairperson of a Committee, when requested in advance of any given meeting, may permit a person making such request to address the Committee on any matter on the Agenda. Such provide funding for the "Encourage Arrest and Personal Protection Program" through the Wayne County address shall not be longer than the time allotted by the Chairperson, subject to the approval of the Committee."



increase of activities within the program allowing for the \$20.57 per square foot charge for the monthly rental rate, utility charge and tenant improvement; the rental expense will be funded through a federal grant; the term of the agreement is from September 1, 2010 through August 31, 2012; the agreement will be charged to Account No. 101 22900 941000 (Prosecuting Attorney). (2010-31-064)

Firm: 400 Monroe Associates
Address: 400 Monroe, Detroit, MI 48226
Contact: (None Listed)

2. Communication dated July 16, 2010 (received August 11th) requesting Commission approval of Modification No. 2 to a three-year grant contract between the Michigan Department of Human Services and the Charter County of Wayne in the amount of \$15,000 to provide additional funding to enhance Detroit Police Precincts Desk Blotter computer databases and assisting the initial police determination if youth taken into custody should be placed in a diversion program or petitioned to court for the "Correct Course" program; this modification increases the total grant amount from \$750,000 to \$765,000; the term of the grant remains October 1, 2008 through September 30, 2011; the revenue from the modification will be deposited into Account No. 292 35616 529000 (Correct Course-DMC). (2010-04-110)
3. Discussion of the status of the Tether contract.
- E. Such other matters as may be properly submitted before the Committee.
- F. Public Comments
- G. Adjournment

Respectfully submitted,
John Pfeiffer, Director of Legislative Research (224-0909)
Darcel Brown, Legislative Research Assistant (224-0848)

Note 2: The County of Wayne will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the Commission meeting upon five days notice to the Clerk of the Commission. Individuals with disabilities requiring auxiliary aids or services should contact the Wayne County Commission by writing or calling to the address and number listed below or TDD

COMMITTEE MEMBERS

Moe Blackwell (Chair)
Bernard Parker (Vice Chair)
Alisha Bell
Tim Killeen
Kevin M. McNamara

NOTICE OF MEETING

October 25, 2010

OF THE

COMMITTEE ON

PUBLIC SAFETY, JUDICIARY, AND

HOMELAND SECURITY

Wednesday, October 25, 2010 at 11:30 A.M.

Hearing Room 704, Guardian Building, 500 Griswold, Detroit, MI 48226

Commissioner Moe Blackwell, Chair of the Committee on Public Safety, Judiciary and Homeland Security has scheduled the meeting of the Committee on Wednesday, October 27, 2010 at 11:30 a.m. in Hearing Room 704, Guardian Building, 500 Griswold, Detroit, MI 48226 to consider the following:

- A. Roll Call
 - B. Approval of the minutes from the September 29, 2010 meetings.
 - C. Unfinished Business
 - D. New Business
1. Communication dated August 16, 2010 (received August 30th) requesting Commission approval of a retroactive grant agreement between the Michigan State Police and the Charter County of Wayne in the amount of \$255,427 to provide financial assistance to the Subgrantee for allowable costs in the 2009 Operation Stonegarden Grant Program; the CEO advises that the funds will provide a flexible framework of funding to support operational efforts along our nation's borders, such as the prevention of and operational response to illegal

Note: This meeting is called in accordance with provisions of the "Open Meetings Act", Act No. 267, Public Acts of 1976.

Note: In accordance with the provisions of Rule 3, "The Chairperson of a Committee, when requested in advance of any given meeting, may permit a person making such request to address the Committee on any matter on the Agenda. Such provide funding for the "Encourage Arrest and Personal Protection Program" through the Wayne County address shall not be longer than the time allotted by the Chairperson, subject to the approval of the Committee".

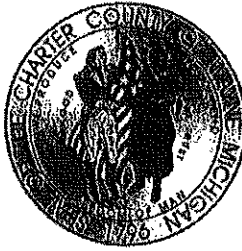
COMMITTEE ON PUBLIC SAFETY, JUDICIARY, & HOMELAND SECURITY

October 27, 2010

D.1. -The Michigan State Police

(2010-02-017)

James P. Buford
Director



Robert A. Ficano
County Executive

Wayne County Commission
August 30, 2010 12:34 p.m.

Mark A. Hammond
Deputy Director

Public Safety, Judiciary and
Homeland Security
2010-02-017
10-6-2010

08/16/10

The Honorable Edward A. Boike Jr., Chairman
Wayne County Commission
Guardian Building
500 Griswold Street
Detroit, MI 48226

RE: DAF #10-02-017 – Retroactive Agreement between Michigan State Police and Wayne County
DHSEM for the 2009 Operation Stonegarden Grant.

Dear Chairman Boike:

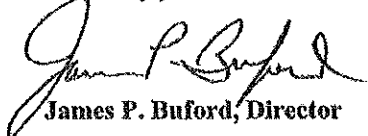
The enclosed grant agreement is hereby submitted to the Wayne County Commission for approval.

The purpose of this Grant Agreement is to provide federal pass-through funds to the Wayne County Department of Homeland Security. Operation Stonegarden grant funds are intended to enhance law enforcement preparedness and operational readiness along the borders of the United States. The FY 2010 OPSG funds must be used to increase operational capabilities of federal, state, local and tribal law enforcement, promoting a layered, coordinated approach to law enforcement within U.S. border states and territories.

The principal objective of this grant agreement is to provide financial assistance to the Subgrantee for allowable costs in the OPSG program. The funds provide a flexible framework of funding to support operational efforts along our nation's borders, such as the prevention of, and operational response to illegal activities, and to increase the security of the U.S. borders.

This agreement is retroactive due to the delay in delivery of the authorized agreement to Wayne County from the State Authoring Agency.

Very truly yours,


James P. Buford, Director

APPROVAL FOR SUBMISSION


for Robert A. Ficano, County Executive

Department of Homeland Security & Emergency Management
10250 Middlebelt Road * Detroit, Michigan 48242 * 734-942-5289 * fax 734-942-5244

James P. Buford
Director



Mark A. Hammond
Deputy Director

Robert A. Ficano
County Executive

August 18, 2010

**The Honorable Edward A. Boike Jr, Chairman
Wayne County Commission
500 Griswold
Detroit, Michigan 48226**

Dear Chairman Boike:

The enclosed grant agreement (2010-02-017) is hereby submitted for retroactive approval because it was received from the State of Michigan after the grant performance period had started.

Very truly yours,

**James P. Buford, Director
HS/Emergency Management**

DOCUMENT APPROVAL FORM

Primary Control Number <div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;">10-02-017</div>	Commission Approval Required <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
Related Control Number CDFA 97.067	Department Code 02
Document Code	Requesting Contact Person and Department JAMES P. BUFORD, WCDHSEM, 734-942-5289
Individual or Organization MICHIGAN STATE POLICE - EMHSD	Phone Number 517-336-6645
Address 4000 COLLINS RD	City State Zip LANSING, MI 48910

Description
 The principal objective of this grant agreement is to provide financial assistance to the Subgrantee for allowable

costs in the 2009 Operation Stonegarden Grant.

Fund	Business Unit	Object	Subsidiary	Subledger/Type	Amount
101	42606	529000			\$5,427.00

2009 AUG 19 AM 3:39
 WAYNE COUNTY
 MANAGEMENT & BUDGET
 BUDGET DIVISION

Federal Funding Source YES NO
 State Funding Source YES NO
 Local Funding Source YES NO

Budget Adjustment Required Y N
 Budget Adjustment Number _____
 Matching Funds Y N
 Match % _____
 Match \$ _____

Begin Date: 7-1-2009
 Ending Date: 3-31-2012
 Fiscal Year Amount: FY 2010-11
 Total: \$255,427

TOTAL APPROVALS REQUIRED ARE:

(Check x only required signatures)

<p><input checked="" type="checkbox"/> <u>James P. Buford</u> 8-18-10 Department Authorization Date</p> <p><input checked="" type="checkbox"/> <u>John Henry</u> 8-26-10 Budget Date</p> <p><input checked="" type="checkbox"/> <u>Tony L. Nane</u> 8/27/10 Grants and Contracts Date</p>	<p><input checked="" type="checkbox"/> <u>Janet Anderson-Wain</u> 8/18/10 Corporation Counsel Date</p> <p><input type="checkbox"/> _____ Personnel and Human Resources Date</p> <p><input checked="" type="checkbox"/> <u>[Signature]</u> 8/30/2010 Chief Financial Officer Date</p>
--	---

CBO AUTHORIZATION:
Robert A. Ficano 8/30/10
 ROBERT A. FICANO, Wayne County Executive Date Approved

Res: _____
 Date: _____

WAYNE COUNTY

State of Michigan 2009 Operation Stonegarden Grant Agreement

July 1, 2009 to March 31, 2012

CFDA Number: 97.067
Grant Number: 2009-SJ-0007

This Fiscal Year 2009 Operation Stonegarden (OPSG) Grant Agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Subgrantor), and

WAYNE COUNTY
(hereinafter called the Subgrantee)

I. Purpose

The purpose of this Grant Agreement is to ensure Subgrantee compliance with the OPSG guidelines regarding the use and reporting requirements of the awarded funds. The intent of OPSG is to enhance law enforcement preparedness and operational readiness along the borders of the United States. The FY 2009 OPSG funds must be used to increase operational capabilities of federal, state, local and tribal law enforcement, promoting a layered, coordinated approach to law enforcement within U.S. border states and territories.

II. Objectives

The principle objective of this Grant Agreement is to provide financial assistance to the Subgrantee for allowable costs in the OPSG program. The FY 2009 OPSG funds provide a flexible framework of funding to support operational efforts along our nation's borders, such as the prevention of, and operational response to illegal activities, and to increase the security of the U.S. borders.

For guidance on allowable costs and program activities, please refer to the Fiscal Year 2009 Operation Stonegarden Grant Program Guidance and Application Kit, located at http://www.fema.gov/pdf/government/grant/opsg/fy09_opsg_guidance.pdf

III. Statutory Authority

Funding for the FY 2009 OPSG is authorized by the *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009*, (Public Law 110-329).

The Subgrantee agrees to comply with all program requirements in accordance with the FY 2009 OPSG Grant Program Guidance. The Subgrantee also agrees to comply with the following regulations:

A. Administrative Requirements

- 44 CFR, Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*, located at http://eCFR.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title44/44cfr13_main_02.tpl
- 2 CFR, Part 215, *Uniform Administrative Requirements for Institutions of Higher Learning, Hospitals, and Other Non-Profit Organizations* (OMB Circular A-110), located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=5f90b818356757091bb65ea93f163c6a&tpl=/ecfrbrowse/Title02/2cfr215_main_02.tpl

B. Cost principals

- 2 CFR, Part 225, *Cost Principals for State, Local, and Indian Tribal Governments* (OMB Circular A-87), located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr225_main_02.tpl
- 2 CFR, Part 220, *Cost Principals for Educational Institutions* (OMB Circular A-21), located at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=2:1.1.2.3.4&ldno=2>
- 2 CFR, Part 230, *Cost Principals for Non-Profit Organizations* (OMB Circular A-122), located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr230_main_02.tpl

4. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Cost Principles and Procedures, Contracts with Commercial Organizations*, located at https://www.acquisition.gov/far/html/Subpart%2031_2.html#wp1095552
- C. Audit Requirements
 1. OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, located at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>
- D. Duplication of Benefits. There may not be a duplication of any federal assistance, per A-87, Basic Guidelines Section C.3 (c), which states: Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs that are allowable under two or more awards in accordance with existing program agreements.

IV. OPSG Program Award Amount and Restrictions

WAYNE COUNTY is awarded \$255,427.00 under the FY 2009 Operation Stonegarden Grant Program.

Allowable costs include:

- A. Operational overtime costs associated with law enforcement activities, in support of border law enforcement agencies for increased border security enhancement. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), all grantees are allowed to utilize up to 50 percent of their FY 2009 OPSG funding for personnel related costs, which include 14 overtime activities. At the request of a recipient of a grant, the Administrator may grant a waiver of the limitation noted above (50%).
- B. Travel and per diem costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities (travel costs must be in accordance with applicable travel regulations).
- C. Vehicle and Equipment Rentals
- D. Vehicle/Equipment Maintenance
- E. Fuel Cost and/or Mileage Reimbursement
- F. Equipment: FY 2009 OPSG funds may also be used for equipment replacement costs and acquisition of equipment listed under the Urban Areas Security Initiative (UASI) and Law Enforcement Terrorism Prevention equipment categories found in the Authorized Equipment List (AEL). The FY 2009 AEL is available in its entirety online through the Responder Knowledge Base (RKB), located at <https://www.rkb.us/>

Unallowable costs include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. The FY 2009 OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is also unallowable. FY 2009 OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Construction and/or renovation costs are prohibited under this grant application.

For any activities involving construction, demolition, or installations of equipment; an Environmental and Historic Preservation (EHP) Review must be completed prior to any work being done. **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.**

Upon award, the recipient may only fund activities included in an approved FY 2009 OPSG Operations Order submitted to Department of Homeland Security (DHS), and evaluated and approved through the federal review process.

V. Responsibilities of the Subgrantee

Fiscal Year 2009 OPSG 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.

The Subgrantee agrees to comply with all applicable federal and state regulations including, but not limited to, the following:

- A. In addition to this FY 2009 OPSG Grant Agreement, 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. Request for Taxpayer Identification Number and Certification (W-9)
 5. Other documents that may be required by federal or state officials
- B. The FY 2009 OPSG Grant Agreement covers eligible costs from July 1, 2009 to March 31, 2012. Please refer to the Fiscal Year 2009 Operation Stonegarden Grant Program Guidance and Application Kit, located at http://www.fema.gov/pdf/government/grant/opsg/fy09_opsg_guidance.pdf for a detailed list of what costs are eligible under this grant. Allowable costs are specifically addressed in Part IV of the federal grant guidance.
- C. Make all purchases in accordance with federal and state grant guidance and local purchasing policies.
- D. Submit an Allowable Cost Justification (ACJ) form for all costs that are part of approved projects prior to the encumbering of the cost. If an ACJ is not submitted, the Subgrantee will be held responsible for all costs determined to be ineligible by the Subgrantor or DHS.
- E. Within 30 days of the end of the Subgrantee's fiscal year, the Subgrantee must supply a document to the other local government agencies reporting the dollar amount spent on their behalf, so the local government agencies can submit the information on their Schedule of Expenditures of Federal Awards (SEFA) report. **NOTE:** Copies of these documents must also be provided to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit, 4000 Collins Road, Lansing, Michigan 48910-5883.
- F. Create and maintain an inventory of all FY 2009 OPSG equipment purchases that lists, at minimum, the piece of equipment, the cost of the equipment, what agency the equipment is assigned to and the physical location of the equipment for the grant period and for at least three years after the grant is closed by the awarding Federal Agency. Subgrantee is advised that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security". Within 30 days of the end of the Subgrantee's fiscal year, the Subgrantee must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit, 4000 Collins Road, Lansing, Michigan 48910-5883.
- G. If applicable, make FY 2009 OPSG equipment available for pick-up by other government agencies. This process needs to include legal transfer of the equipment to the designated government agencies. At minimum, the Subgrantee should prepare documents, which when signed, will indicate other designated government agencies accept full legal and financial responsibility for pieces of equipment.
- H. The Subgrantee agrees to prepare the **Reimbursement Cover Sheet (EMD-054)** and all required attached documentation, including all required authorized signatures, and submit it to the Subgrantor at a minimum at the end of each quarter (or more frequently, as needed). **Please note: One Reimbursement Cover**

Sheet and related forms must be completed for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely or they will be returned to the Subgrantee for proper completion. Please refer to the Reimbursement Guidance included with each of the reimbursement forms. The Reimbursement Cover Sheet (EMD-054) and other reimbursement forms can be found on the EMHSD website, located at http://www.michigan.gov/msp/0,1607,7-123-1593_3507_41574-214684--,00.html. The Subgrantee will not be reimbursed for funds until all required signed documents and reimbursement documents are received.

- I. Submit quarterly progress reports to the Subgrantor on the status of all approved projects. The due dates for quarterly progress reports are detailed in Section VII of this agreement.
- J. Submit updated project and allocation information on a regular basis through the Biannual Strategy Implementation Reports (BSIR). The BSIR is due within 20 days after the end of the reporting period. The due dates for the BSIR are on January 20, and July 20 for each year of the grant period, as appropriate. The reporting periods are from January 1 through June 30 and July 1 through December 31. The final BSIR is due 90 days after the end date of the FY 2009 OPSG award period.
- K. Comply with FY 2009 National Incident Management System (NIMS) implementation requirements and move towards completion by September 30, 2012. FY 2009 NIMS requirements must be fully complied with by September 30, 2012. NIMS information is available at <http://www.fema.gov/emergency/nims>.
- L. Comply with applicable financial and administrative requirements set forth in the current edition of 44 CFR, Part 13 including 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 materials pertinent to the FY 2009 OPSG 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.
- M. Integrate individuals with disabilities into emergency planning, in compliance with Executive Order 13347.
- N. **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, historical, and cultural resources, as well as to minimize potential adverse effects to children and low-income and minority populations. The Subgrantee 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 eligible for federal funding.
- O. All operational plans should be crafted in cooperation and coordination among federal, state, local, and tribal partners. All applicants must coordinate with the U.S. Customs and Border Protection (CBP)/Border Patrol (BP) Sector Headquarters with geographic responsibility for the applicant's location and submit an Operations Order with an embedded budget to the State Administrative Agency.
- P. After awards are announced, subgrantee will re-scope the draft Operations Order and resubmit as a final Operations Order with an embedded budget, based on actual dollar amounts to be awarded. Those final Operations Orders will be approved by the appropriate Sector Headquarters, and forwarded to Headquarters, Office of Border Patrol, Washington, D.C., before funding is released. Subgrantee may not begin operations or draw down any funding until the final Operations Order and embedded budget has been approved by DHS and CBP/BP Headquarters and any existing special conditions and/or restrictions are removed.

VI. Responsibilities of Subgrantor

The Subgrantor, in accordance with the general purposes and objectives of this Grant Agreement, will:

- A. Administer the FY 2009 OPSG in accordance with all applicable federal and state regulations and guidelines and provide quarterly reports documenting this administration.
- 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, based on appropriate documentation submitted by the Subgrantee.
- E. Independently, or in conjunction with DHS, conduct random on-site reviews with Subgrantee(s).

VII. Reporting Procedures

Submit quarterly progress reports to the Subgrantor on the status of all funding. Quarterly progress reports are required whether or not expenditures are incurred.

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.

Reporting quarters for each year are as follows:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

The final reporting quarter ends with the end of the grant performance period, which may result in this final quarter being less than three months in duration.

Quarterly reports are to be submitted by end of the month following the end of each quarter. The first quarterly progress report for the FY 2009 OPSG grant is due on October 31, 2010. Reports are to be sent electronically to EMD_HSGP@michigan.gov

SUBGRANTEE WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS AND REIMBURSEMENT DOCUMENTS ARE RECEIVED.

VIII. Payment Procedures

The Subgrantee agrees to prepare the Reimbursement Cover Sheet (EMD-054) and all required attached documentation, including all required authorized signatures, and submit it to the Subgrantor at a minimum at the end of each quarter (or more frequently, as needed). Please note: One Reimbursement Cover Sheet and related forms must be completed for each grant project, solution area, allocation type, and individual exercise. Reimbursement Cover Sheets must be filled out completely or they will be returned to the Subgrantee for proper completion. Please refer to the Reimbursement Guidance included with each of the reimbursement forms. The Reimbursement Cover Sheet (EMD-054) and other reimbursement forms can be found on the EMHSD website at http://www.michigan.gov/msp/0,1607,7-123-1593_3507_41574-214684--,00.html. The Subgrantee will not be reimbursed for funds until all required signed documents and reimbursement documents are received.

Drawdown of Funds in Advance: Subgrantees may request funds (for purchases of \$25,000 or more) up to 120 days prior to expenditure. All of the following requirements must be met to obtain advanced funds: 1) The Subgrantee must complete a letter stating the reason they are requesting an advance; 2) The Subgrantee must submit a copy of an approved purchase order showing the delivery date for the items ordered to be within 120 days of the purchase order date; 3) These funds must be placed in an interest-bearing account (2CFR, part 215.22k). The Subgrantee may keep interest up to \$100 per year (CFR44, part 13.21h) for administrative expenses for all federal grants combined (per DHS Financial Management Guide, January 2006). If the Subgrantee is notified by the vendor of delays in the delivery date of equipment, funds must be returned to the Subgrantor. Advances cannot be outstanding for more than 120 days; 4) Any interest earned over \$100 must promptly, but at least quarterly, be remitted to: MSP/EMHSD, Financial Section, 4000 Collins Road, Lansing, MI 48910. The Subgrantee must also notify the Subgrantor in writing of any interest earned over \$100 quarterly.

IX. Employment Matters

Subgrantee shall comply with Title VI of the Civil Rights Act of 1964, as amended, 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 that it 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. 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 Subgrantee on this Project appears in the register compiled by the Michigan Department of Energy, Labor, and Economic Growth, Bureau of Commercial Services, Licensing and Enforcement Divisions, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (State Contractors with Certain Employers Prohibited Act), or on the Federal Excluded Party List System, located at www.epls.gov.

X. 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.

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

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 July 1, 2009 to March 31, 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. Upon termination of grant agreement, the Subgrantee shall submit documentation, in a format specified by the Subgrantor, to formally end its status as 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 termination date set forth in Section XII above. 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, 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.
- Failure to adequately manage, monitor or direct the grant funding activities of their subrecipients.

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.

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.

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 jurisdiction he or she represents. The Subgrantee agrees to complete all requirements specified in this grant agreement.

Wayne County
Name of Jurisdiction

Printed Name

Title

Signature

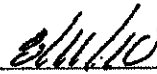
Date

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

Capt. W. Thomas Sands
Printed Name

Deputy State Director of Emergency
Management and Homeland Security
Title


Signature


Date

DRAFT

RESOLUTION

No. 2010

By Commissioner

RESOLVED, by the Wayne County Commission this 21st day of October, 2010 that approval be, and is hereby, granted authorizing a retroactive grant agreement between the Michigan State Police and the Charter County of Wayne in the amount of \$255,427 to provide financial assistance to the Subgrantee for allowable costs in the 2009 Operation Stonegarden Grant Program as recommended by the Chief Executive Officer; and be it further

RESOLVED, that the term of the contract is from July 1, 2009 through March 31, 2012; the revenue from the grant will be deposited to Account No. 101 42606 529000 (Stone Garden Grant); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby duly authorized to execute the aforementioned contract on behalf of the Charter County of Wayne

[Contract on File]

(2010-02-017)