

# State of Michigan FY 2014 Emergency Management Performance Grants Grant Agreement

October 1, 2013 to September 30, 2014

CFDA Number: 97.042 Grant Number: EMW-2014-EP-00023-S01
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This Fiscal Year (FY) 2014 Emergency Management Performance Grants (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Subgrantor), and the

**CITY OF ANN ARBOR**  
(hereinafter called the Subgrantee)

## I. Purpose

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

The FY 2014 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (NPG) of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation, risk driven, capabilities-based approach to preparedness.

In support of the Goal, the FY 2014 EMPG program supports efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on NPS, federally designated priorities, and the FY 2014 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2014 EMPG Funding Opportunity Announcement located at <http://www.fema.gov/grants>.

## II. Statutory Authority

Authorizing authority for the FY 2014 EMPG is provided by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.). Appropriation authority is provided by the *Department of Homeland Security Appropriations Act, 2014*, (Pub. L. No. 113-76).

The Subgrantee agrees to comply with all EMPG program requirements in accordance with the federal FY 2014 EMPG Funding Opportunity Announcement; the EMPG Guidebook (EMD-PUB 208); the *Michigan Emergency Management Act*, Act 390, P.A. of 1976, as amended located at <http://legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; and the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <http://www.fema.gov/robert-t-stafford-disaster-relief-and-emergency-assistance-act-public-law-93-288-amended>.

The Subgrantee shall also comply with the most recent version of the regulations for Administrative Requirements, Cost Principles, and Audit Requirements, including but not limited to the following:

### A. Administrative Requirements

1. 44 CFR, Part 13, *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* (OMB Circular A-102)
2. 2 CFR, Part 215, *Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* (OMB Circular A-110)

3. 44 CFR, Part 10, *Environmental Considerations*
- B. Cost Principles
  1. 2 CFR, Part 225, *Cost Principles for State, Local, and Indian Tribal Governments* (OMB Circular A-87)
  2. 2 CFR, Part 220, *Cost Principles for Educational Institutions* (OMB Circular A-21)
  3. 2 CFR, Part 230, *Cost Principles for Non-Profit Organizations* (OMB Circular A-122)
  4. 48 CFR, Part 31 Federal Acquisition Regulations (FAR), *Contract Cost Principles and Procedures*
- C. Audit Requirements and Other Assessments
  1. OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* located at [http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)
  2. Public Law 107-300, *Improper Payments Information Act (IPIA) of 2002* located at <http://www.dol.gov/ocfo/media/regs/IPIA.pdf>
- D. Duplication of Benefits
  1. There may not be a duplication of any federal assistance by governmental entities per 2 CFR Part 225, Appendix A, Basic Guidelines Section C.3 (c)
  2. Non-governmental entities are also subject to this prohibition per 2 CFR Parts 220 and 230 and 48 CFR Part 31.2

Code of Federal Regulations (CFR) documents are located online at <http://www.ecfr.gov>.

### III. Award Amount and Restrictions

- A. The **City of Ann Arbor** is awarded **\$42,582.00** under the FY 2014 EMPG. The Subgrantor determined the Subgrantee's EMPG allocation as 38.0896% of the Subgrantee's emergency program manager's salary and fringe benefits. The Subgrantee may receive less than the allocated amount if the Subgrantee's cost share of wages and fringe benefits paid to the program manager are less than the total allocation. The Subgrantee's EMPG program budget must be documented on the "Local Budget for Emergency Management Performance Grant" form (EMD-17).
- B. The FY 2014 EMPG covers eligible costs from October 1, 2013 to September 30, 2014. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant agreement funds shall not be used for other purposes. For guidance on allowable costs, please refer to the FY 2014 EMPG Funding Opportunity Announcement.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subgrantee may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the program manager, and up to 5% of the total allocation may be utilized for M&A costs.** No other expenditures are allowed. **If M&A costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.**
- D. The FY 2014 EMPG program has a 50% cost match (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

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

See the FY 2014 EMPG Funding Opportunity Announcement for additional match guidance, to include match definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete training requirements for the National Incident Management System (NIMS) and the FEMA Professional Development Series (PDS) and record proof of completion. All EMPG funded personnel must also participate in no less than three exercises in a 12 month period.

EMPG programs are required to fill out quarterly training reports (Quarterly Training Reporting Worksheet) and quarterly exercise reports (Quarterly Exercise Reporting Worksheet) identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements will be provided by the Subgrantor.

- F. Upon request, the Subgrantee must provide to the Subgrantor information necessary to meet any state or federal subaward reporting requirements.

#### IV. Responsibilities of the Subgrantee

- 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. The Subgrantee may be required to supply documentation certifying that it did not reduce non-federal funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.
- B. Refer to the FY 2014 EMPG Funding Opportunity Announcement located at <http://www.fema.gov/grants> for a detailed list of eligible costs under this grant. Allowable costs are specifically addressed in Appendix B.
- C. The Subgrantee agrees to comply with all applicable federal and state guidelines and regulations, including, but not limited to the FY 2014 EMPG Funding Opportunity Announcement and the *Agreement Articles Applicable to Subgrantees: Fiscal Year 2014 Emergency Management Performance Grants*. Each of these documents is incorporated by reference into this grant agreement. The *Agreement Articles Applicable to Subgrantees: Fiscal Year 2014 Emergency Management Performance Grants* document is enclosed with the grant agreement packet for reference.
- D. In addition to this grant agreement, the Subgrantee shall complete, sign, and submit to the 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 Requirements
  - 3. State of Michigan Audit Certification (EMD-053)
  - 4. Other documents that may be required by federal or state officials
- E. Complete quarterly work reports, the Quarterly Training and Exercise Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the Emergency Management Fiscal Year 2014 Work Agreement (EMD-31), as scheduled.
- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Subgrantor.
- G. Appoint an emergency management program manager who is able to assume responsibility for the following functions:
  - 1. Development and maintenance of programs and systems for effective coordination of community resources in each of the five mission areas: prevention, protection, mitigation, response, and recovery.

2. Planning and preparation for population protection, including evacuation, shelter/reception, logistics and resource management. Ensure that Executive Order #13347 entitled "Individuals with Disabilities in Emergency Preparedness" and the *Rehabilitation Act of 1973* are being addressed. Further information on disability emergency preparedness programs can be found at [www.disability.gov](http://www.disability.gov).
  3. Planning and preparation for its appropriate role in response to natural and man-made emergencies and disasters.
  4. Exercising the emergency operations plan of the jurisdiction.
  5. Emergency management training.
  6. Response and recovery from natural and man-made hazards, homeland security related incidents, and other emergencies that may threaten the safety and well-being of citizens and communities.
  7. Promoting public awareness of hazards and encouraging family and individual preparedness.
  8. Identifying and implementing measures to mitigate the negative impact of disasters and emergencies.
  9. 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/emergency/nims>. More information on complying with NIMS is available from the State NIMS Coordinator.
  10. Identify needs and priorities for strengthening capabilities, while simultaneously addressing issues of state and national concern through implementation of the National Preparedness System and achievement of the core capabilities.
- H. Provide the Subgrantor with complete job description for the federally funded EMPG program manager, including non-EMPG duties.
- I. Notify the Subgrantor immediately of any changes in the EMPG funded program manager's position.
- J. The Subgrantee will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan (TEP) and conduct exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program (HSEEP) to accomplish this goal. Specific requirements are as follows:
1. Exercises must be conducted by the Subgrantee at least annually.
  2. Exercises must comply with the Subgrantee's Emergency Management Annual Work Agreement.
  3. The Subgrantee must also submit a three-year exercise plan worksheet reflecting upcoming training events and exercises which are to be included in the annual state multi-year Training and Exercise Plan.
  4. An After Action Report/Improvement Plan (AAR/IP) shall be completed for each exercise and submitted to the Michigan State Police (MSP), Emergency Management and Homeland Security Division (EMHSD) State Exercise Officer.
- K. Ensure the EMPG funded program manager completes specific training classes as required by the Emergency Management Annual Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subgrantee agrees to prepare the form EMD-007 "EMPG Expenses Claimed for Local Program Contributions". This form is also referred to as the "Quarterly Billing". The Subgrantee agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. The most current EMD-007 form must be used and can be obtained from the District Coordinator.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 44 CFR, Part 13, including, but not limited to, the following provisions:
1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
  2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.

3. Perform the required financial and compliance audits in accordance with the *Single Audit Act of 1984*, as amended in 1996, and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, as further described in 44 CFR, Part 13.
- O. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the *Rehabilitation Act of 1973*.
- P. Complete 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 Department of Homeland Security (DHS) program-specific reporting requirements.
- Q. The Subgrantee must acknowledge and agree to comply with applicable provisions governing U.S. DHS access to records, accounts, documents, information, facilities, and staff. The Subgrantee 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/fy14-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on pages 7 and 8

#### V. Responsibilities of the Subgrantor

The Subgrantor, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subgrantee.
- C. Provide to the Subgrantee any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subgrantee, in accordance with this grant agreement, based on appropriate documentation submitted by the Subgrantee.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subgrantee(s).

#### VI. Reporting Procedures

- A. The Subgrantee agrees to prepare quarterly work reports using the "Emergency Management Fiscal Year 2014 Work Agreement/Quarterly Report Form" (EMD-31) and submit them to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. Reimbursement of expenditures by the Subgrantor is contingent upon the Subgrantee's completion of scheduled work activities.
- B. If the Subgrantee fails to complete the scheduled work activities during a quarter, the Subgrantor will withhold reimbursement until either the work is completed or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. If scheduled work activities are not completed by the end of the fiscal year, September 30, 2014, any balance of the EMPG award may be forfeited.
- C. A Subgrantee that fails to complete the annual exercise requirement, as scheduled within FY 2014 (specified in the Emergency Management Fiscal Year 2014 Work Agreement Form), may be ineligible for EMPG funding for that quarter and all subsequent quarters until the qualifying exercise is completed.

- D. The Subgrantee's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension of grant activities until reports are received.
- E. Reporting periods and due dates are as follows:

**October 1 through December 31; Due January 20**

**January 1 through March 31; Due April 20**

**April 1 through June 30; Due July 20**

**July 1 through September 30; Due October 20**

## **VII. Payment Procedures**

- A. The Subgrantee agrees to prepare the form EMD-007 "EMPG Expenses Claimed for Local Program Contributions". This form is also referred to as the "Quarterly Billing". The Subgrantee agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. The most current EMD-007 form must be used and can be obtained from the District Coordinator.
- B. If the Subgrantee submits an incomplete or late quarterly work report to the District Coordinator, the reimbursement may not be processed until the following quarter.
- C. The Subgrantee agrees to return to the Subgrantor any unobligated balance of funds held by the Subgrantee at the end of the agreement period or handle them in accordance with the instructions provided by the Subgrantor.

## **VIII. Employment Matters**

The Subgrantee 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 Subgrantee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subgrantee agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

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

## **IX. Limitation of Liability**

The Subgrantor and the 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 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 October 1, 2013 to September 31, 2014. 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 package consists of two identical grant agreements, 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.

## **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 Subgrantor and the Subgrantee, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subgrantee agrees to inform the 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 the 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 grant funding to the Subgrantee, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the Emergency Management Annual Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.

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

### **XIII. 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.

### **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 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.



**XV. Official Certification**

**For the Subgrantee**

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

\_\_\_\_\_  
Name of Subgrantee

\_\_\_\_\_  
Subgrantee's DUNS Number

**For the Chief Elected Official:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For the Local Emergency Program Manager:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Chris A. Kelenske, Captain  
\_\_\_\_\_  
Printed Name

Deputy State Director of Emergency  
Management and Homeland Security  
\_\_\_\_\_  
Title

Chris A. Kelenske  
\_\_\_\_\_  
Signature

7/15/2014  
\_\_\_\_\_  
Date