

**State of Michigan**  
**EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**  
**AGREEMENT FOR FY 2008**

October 1, 2007 through September 30, 2008

**CFDA # 97.042**

This Emergency Management Performance Grant (EMPG) Agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division, hereinafter called the Subgrantor, and

**ANN ARBOR CITY DISASTER PREPAREDNESS**

hereinafter called the Subgrantee.

**I. Purpose**

The purpose of this Grant Agreement is to provide federal Emergency Management Performance Grant (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.

**II. Objectives**

The principal objective of this Grant Agreement is to provide financial assistance for the development and maintenance of an effective, integrated emergency management organization in the Subgrantee's political jurisdiction so that the Subgrantee can:

- A. Achieve and maintain effective operational capabilities based on the ability to recruit, develop, and retain the necessary personnel to ensure well-trained, experienced professionals and specialists for key positions.
- B. Plan, train, exercise, and evaluate capabilities to ensure adequate response to all-hazards emergencies.
- C. Support federal and state efforts to protect lives and prevent the loss of property from all hazards, reduce human suffering and enhance recovery of communities after a disaster strikes or an act of terrorism occurs, and ensure the public is served in a timely and efficient manner.
- D. Develop and maintain hazard identification and risk reduction through mitigation activities.

**III. Statutory Authority**

Funding for the Fiscal Year (FY) 2008 Emergency Management Performance Grant (EMPG) is authorized by the Consolidated Appropriations Act of 2008 (P.L. 110-161).

The Subgrantee agrees to comply with all EMPG program requirements in accordance with the Michigan Emergency Management Act, Act 390, P.A. of 1976, as amended, located at [http://www.michigan.gov/documents/mspemd-Act\\_390\\_of\\_1976\\_7125\\_7.pdf](http://www.michigan.gov/documents/mspemd-Act_390_of_1976_7125_7.pdf), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, located at <http://www.fema.gov/about/stafact.shtml>, Emergency Management and Assistance Regulations (44 CFR), located at [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/44cfrv1\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/44cfrv1_00.html), Office of Management and Budget Circulars A-87, A-102 and A-133, as revised, located at <http://www.whitehouse.gov/omb/circulars/index.html>, the U.S. General Accounting Office Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, the Emergency Management Performance Grant Guidebook, and applicable state and federal laws and regulations.

**IV. Emergency Management Performance Grant Award Amount, Requirements and Restrictions**

For FY 2008, the total EMPG award for the Subgrantee is \$38,375.00. The Subgrantor determined the Subgrantee's EMPG allocation as 35.76915% of the Subgrantee's emergency program manager's salary and fringe benefits. Because it is dependent upon the level of federal funding for the EMPG program, the award may be reduced if the level of federal funding is decreased. The subgrantee may receive less than the allocated amount if the subgrantee's cost share of wages and fringe benefits paid to the program manager are less than the total allocation. (This payment amount also includes the 3% eligible Management and Administrative (M&A) costs.) The Subgrantee's EMPG program budget, documented on the Local Budget for Emergency Management Performance Grant (form EMD-17), is incorporated into this Grant Agreement as Attachment A.

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 3% of the allocation may be utilized for M&A costs.** No other expenditures are allowed.

Grant Agreement funds shall not be used for other purposes. The funds awarded in the Grant Agreement shall only be used to cover allowable costs that are incurred during the agreement period. Federal funds cannot exceed 50% of eligible costs of the program manager's salary and fringe benefits, including the 3% M&A costs. This award is contingent upon the Subgrantee's expenditure of at least 50% of the costs of the emergency management program, from non-federal sources. For further information on allowable local match sources and types of funds, see FEMA's codified regulations, 44 CFR. FEMA administers cost sharing requirements in accordance with 44 CFR 13.24, which is located at [http://www.access.gpo.gov/nara/cfr/waisidx\\_07/44cfrv1\\_07.html](http://www.access.gpo.gov/nara/cfr/waisidx_07/44cfrv1_07.html)

Unauthorized program expenditures include, but are not limited to, the following:

- A. Construction and renovation
- B. Hiring of Public Safety Personnel

Item B listed above may be eligible under the 3% Management and Administrative costs, although it is not eligible as a direct EMPG program expenditure.

Subgrantee agrees to demonstrate that at least 40% of work accomplished is attributable to the planning activities listed below:

- A. Planning for NIMS implementation
- B. Modifying existing incident management and emergency operations plans to ensure proper alignment with the NIMS and NRF coordinating structures, processes, and protocols
- C. Developing/enhancing comprehensive emergency management plans
- D. Conducting a hazard analysis and risk assessment prior to mitigation plan development
- E. Developing/enhancing all-hazards mitigation plans
- F. Developing/enhancing catastrophic incident plans
- G. Developing/enhancing COOP/COG plans
- H. Developing/enhancing logistics and resource management plans
- I. Developing/enhancing evacuation plans, including sheltering efforts
- J. Developing/enhancing mass casualty and mass fatality plans
- K. Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program
- L. Public education and awareness
- M. Developing/enhancing a crisis communications plan
- N. Updating the State and/or Urban Area Homeland Security Strategy to address all hazards
- O. Developing/enhancing other response and recovery plans

- P. Developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation
- Q. Other EMPG-related planning activities

Signature on the grant agreement acknowledges that this threshold has been met.

**V. Management and Administrative Costs (M&A Costs)**

The EMPG program has allowable M&A costs for the local unit of government. The local jurisdiction may retain and use up to 3% of their subaward from the state for local M&A purposes. **In the EMPG program, the 3% M&A costs are included in the EMPG allocation, not in addition to the allocated amount. If M&A costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.** The expenditures must be for new staff and new expenses only. Allowable M&A costs include:

- A. Hiring of full-time or part-time staff or contractors/consultants:
  - 1. to assist with the management of FY08 EMPG funds
  - 2. to assist with design, requirements, and implementation of FY08 EMPG
- B. Hiring of full-time or part-time staff or contractors/consultants and expenses related to:
  - 1. FY08 EMPG pre-application submission management activities and application requirements
  - 2. Meeting compliance with reporting/data collection requirements, including data calls
- C. Development of operating plans for information collection and processing necessary to respond to FEMA data calls
- D. Travel expenses directly related to management and administration of EMPG grant funds
- E. Meeting-related expenses directly related to management and administration of EMPG grant funds
- F. Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which are used primarily in support of the implementation of EMPG-related activities
- G. The following are allowable only within the period of performance of the grant program:
  - 1. Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. which are directly related to management and administration of FY 2008 EMPG grant funds
  - 2. Leasing and/or renting of space for newly hired personnel to administer programs within FY 2008 EMPG.

**VI. Supplanting**

This Grant Agreement designates EMPG funds for reimbursement of authorized costs. These funds shall not be used for other purposes. The funds awarded in the Grant Agreement shall only be used to cover allowable costs that are incurred during the Grant Agreement period. **The funds must supplement, not supplant, state or local funds.** Federal funds will only 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 they 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.

**VII. Responsibilities of the Subgrantee**

The Subgrantee agrees to complete quarterly work activities identified in its Emergency Management Work Agreement (EMD-31). That report is incorporated into this Grant Agreement as Attachment B. The Subgrantee also agrees to comply with all applicable federal and state regulations, specifically including the following:

- A. 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.

- B. Appoint an emergency management program manager who is able to assume responsibility for the following functions, either personally or through officers:
  - 1. Development and maintenance of programs and systems for effective coordination of community resources in all phases of emergency management: mitigation; preparedness, response and recovery.
  - 2. Planning and preparation for population protection, including evacuation, shelter/reception, logistics and resource management. Ensure that Executive Order #13347 entitled "Individuals with Disabilities in Emergency Preparedness" is being addressed. Further information can be found at the Disability and Emergency Preparedness Resource Center at [www.disabilitypreparedness.gov](http://www.disabilitypreparedness.gov).
  - 3. Planning and preparation for its appropriate role in response to natural and man-made emergencies and disasters.
  - 4. Exercising the emergency operations plan of the jurisdiction.
  - 5. Emergency management training.
  - 6. Response and recovery from natural and manmade hazards, homeland security related incidents, and other emergencies that may threaten the safety and well-being of citizens and communities.
  - 7. Promoting public awareness of hazards and encouraging family and individual preparedness.
  - 8. Identifying and implementing measures to mitigate the negative impact of disasters and emergencies.
  - 9. Assure full NIMS compliance as detailed in state guidance by the end of FY 2008. NIMS information is available at <http://www.fema.gov/emergency/nims>.
  - 10. Identify needs and priorities for strengthening capabilities, while simultaneously addressing issues of state and national concern as identified both in the National Priorities and the Targeted Capabilities.
- C. Provide Subgrantor with complete job description for the federally funded EMPG program manager, including non-EMPG duties.
- D. Notify the Subgrantor immediately of any changes in the EMPG funded program manager's position.
- E. Submit this signed annual EMPG agreement, including all attachments, to Subgrantor.
- F. Satisfactorily complete all work activities identified in the Emergency Management Work Agreement (EMD-31) as scheduled.
- G. Submit an updated Exercise Plan and complete annual exercise activities as specified in the Subgrantee's emergency management annual work agreement.
- H. Ensure the EMPG funded program manager completes specific training classes as required by the Annual Work Agreement for FY 2008.
- I. Have on file with the EMD District Coordinator an approved and current emergency operations plan.
- J. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
- K. Submit the appropriate forms for reimbursement of eligible expenses to the appropriate District Coordinator on a quarterly basis.
- L. Retain all financial records, supporting documents, statistical records, and all other records pertinent to the EMPG program for at least three years after the Subgrantee's final grant report, for purposes of federal or state examination and audit. EMD will review paperwork at the local jurisdiction during all audits (2006 and forward) to determine if NIMS implementation has taken place.
- M. Perform the required financial and compliance audits in accordance with the U.S. General Accountability Office, *Government Auditing Standards*, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, located at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. If an audit is required, submit a copy of the annual audit report to the Budget and Financial Services Division, Michigan Department of State Police, 714 South Harrison Road, East Lansing, Michigan 48823.
- N. Comply with all items included in the Standard Assurances located at [http://www.ojp.usdoj.gov/funding/forms/std\\_assurances.pdf](http://www.ojp.usdoj.gov/funding/forms/std_assurances.pdf) and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace

Requirement (OJP Form 4061/6) located at <http://www.dsrt.fiu.edu/FederalForms/DOJ/DOJ-4061-6.pdf>. These documents and all applicable attachments are incorporated into this Grant Agreement as Attachment C.

- O. Comply with the Buy American Act (41 U.S.C. 10a). Grants authorized under the Stafford Act, including EMPG, must follow the standards of the Buy American Act. This Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such a purchase would not be in the public interest.

#### **VIII. Responsibilities of the Subgrantor**

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

- A. Administer the EMPG program in accordance with the State of Michigan Administrative Plan for the EMPG program and all applicable federal and state regulations and guidelines.
- B. Reimburse the Subgrantee in accordance with this Grant Agreement in an amount not to exceed 50% of allowable expenditures up to the Subgrantee's total EMPG award based upon appropriate reports, records, and documentation submitted by the Subgrantee. Quarterly reimbursements will be determined by the amount of the program manager's salary and fringe benefits submitted, including the 3% M&A costs, listed on the quarterly billing.
- C. Provide direction, training, and technical assistance to the Subgrantee.
- D. Provide any special report forms and reporting formats to the Subgrantee for operation of the program.

#### **IX. Payment and Reporting Procedures**

- A. The Subgrantee agrees to prepare the Quarterly Billing Form (EMD-007) and submit it 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 EMD-007 form must be used or the reimbursement request will not be processed.
- B. If the Subgrantee submits an incomplete or late quarterly billing report to the District Coordinator, the billing may not be processed until the following quarter.
- C. The Subgrantee agrees to prepare Emergency Management Quarterly Reports (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.
- D. 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, 2008), any balance of the EMPG award may be forfeited.
- E. A Subgrantee that fails to complete the annual exercise requirement as scheduled within FY 2008 may be ineligible for EMPG funding for that quarter and all remaining quarters of FY 2008, and all subsequent quarters until the quarter when the qualifying exercise is completed.
- F. The Subgrantee is responsible for providing updated obligation and expenditure information on a regular basis through BSIR (Biannual Strategy Implementation Reports). The BSIR is due within 20 days after the end of the reporting period (July 20 with a reporting period of January 1 through June 30, and on January 20 with a reporting period of July 1 through December 31). Future awards and fund drawdowns may be withheld if these reports are delinquent. The final BSIR is due 120 days after the end date of the award period.
- G. 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.
- H. Drawdown of Funds in Advance: Subgrantees may request funds 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 that they have a cash flow problem. 2) These funds

must be placed in an interest-bearing account that does not earn more than \$100 in interest per calendar year, and these funds are subject to the rules outlined in 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments and 2 CFR Part 215. Funds cannot be advanced for more than 120 days, at which time they must be returned to MSP EMHSD. Advances cannot be outstanding for over 120 days. 3) Any interest earned over \$100 must be returned to MSP EMHSD, and EMHSD must then return it to DHHS. ***Interest earned on funds placed in an interest-bearing account must be treated as program income and reinvested into allowable activities within the respective program area in which it was earned. Subgrantees must retain detailed documentation showing which funding stream(s) interest/program income was earned and how it was reinvested.*** Please consult the applicable OMB Circular for additional guidance.

- I. Federal Funding Accountability and Transparency Act. While there are no State and Urban Area requirements in FY 2008, the Federal Funding Accountability and Transparency Act of 2006 may affect State and Urban Area reporting requirements in future years. The Act requires the Federal government to create a publicly searchable online database of Federal grant recipients by January 1, 2008 with an expansion to include sub-grantee information by January 1, 2009.

## **X. 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 Person's 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 (LEP), or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language guidance for grantees to help them comply with Title VI requirements. For additional information, please see <http://www.lep.gov>. 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 this Grant Agreement.

Subgrantee shall ensure that no subcontractor, manufacturer or supplier of the Subgrantee for this Program appears in the register compiled by the Michigan Department of 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 Contracts with Certain Employers Prohibited Act). If the name of one of the above appears on this listing, you may not use them for the grant.

## **XI. 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.

**XII. Redistribution Prohibition**

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

**XIII. 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.

**XIV. Freedom of Information Act (FOIA)**

Sub-grantor and Sub-grantee FY04 HSGP information constitutes records subject to the Michigan Freedom of Information Act (FOIA), MCL 15.231 *et seq.* However, section 13(1)(u) and (y), MCL 15.243(1)(u) and (y) of the FOIA, permit the exemption from public disclosure of the records of a public body's "security measures, including security plans, security codes and combinations, passwords, passes, keys, and security procedures, to the extent that the records relate to the ongoing security of the public body;" and "of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act, ... emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance."

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 sub-grantee agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis.

**As a condition of this grant, before releasing any records, sub-grantee agrees to provide to the Department of State Police Emergency Management and Homeland Security, attention Public Information Officer, copies of all FOIA requests relating to the EMPG application or its administration.**

**XV. Agreement Period**

This Grant Agreement is in full force and effect from **October 1, 2007, through September 30, 2008.** This Grant Agreement consists of two identical sets that may be simultaneously executed, each of which shall be deemed to be an original having identical legal effect. No costs eligible under this Grant Agreement shall be incurred before October 1, 2007. 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.

**XVI. 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 Paragraph XV 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.

**XVII. 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.



**XVIII. Official Certification**

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 responsible governing board, official, or agency. Subgrantee further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant by any federal department or agency. If Subgrantee is unable to certify to any portion of this statement, Subgrantee shall attach to this Grant Agreement an explanation of the reason.

**For the Chief Elected Official:**

MAYOR JOHN HIEFTJE  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For the Local Emergency Program Manager:**

LT. MYRON D. BLACKWELL  
Printed Name

EMERGENCY MANAGEMENT DIRECTOR  
Title


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**For the Subgrantor:**

W. Thomas Sands, Captain  
Printed Name

Deputy State Director of Emergency Management  
and Homeland Security  
Title

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND CONTENT:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
**STEPHEN K. POSTEMA, CITY ATTORNEY DATE**

\_\_\_\_\_  
**ROGER W. FRASER, CITY ADMINISTRATOR DATE**

\_\_\_\_\_  
**JACQUELINE BEAUDRY, CITY CLERK DATE**