SPECIAL AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Adoption of Agenda
5. Public Participation (five minutes maximum per speaker, or longer at the discretion of the Chairperson related only to issues contained on the agenda)

6. COMMITTEE REPORTS:
   a) Government Operations, June 10 (no report)
   b) Justice & Public Safety, June 11 (page 1) (attached)
   c) Economic Development, June 12 (no report)
   d) Finance, June 13 (to be provided) (distributed)

7. RESOLUTIONS:
   a) Amending the Motion to “Approve the Attached List of Boards and Commissions Requiring Governance Appointments and/or Approvals (offered by Tocco; recommended by Government Operations Committee on 6-10-13) (page 44) (attached)

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair
District 4
Kathy Tocco – Vice Chair
District 11
Mike Boyle – Sergeant-At-Arms
District 10
Toni Moceri – District 1
Marvin Sauger – District 2
Veronica Klinefelt – District 3
Robert Mijac - District 5
James Carabelli – District 6
Don Brown – District 7
Kathy Yosburg – District 8
Fred Miller – District 9
Bob Smith – District 12
Joe Sabatini – District 13
8. **PROCLAMATIONS:**

   a) Commending William and Catherine McGrail – Retirements from City of Utica (offered by Carabelli; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

   b) Commending John Dingell on Becoming the Longest-Serving Member of Congress (offered by Board Chair; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

   c) Commending Randazzo Heating & Cooling - 25th Anniversary (offered by Sabatini; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

   d) Commending Chuck Hersey – Retirement from SEMCOG (offered by Vosburg; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

   e) Commending Jan Wilson on Being Honored at the James G. O’Hara Awards Luncheon (offered by Miller; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

   f) Commending the International Union of Painters and Allied Trades on Being Honored at the James G. O’Hara Awards Luncheon (offered by Miller; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

   g) Commending Jennifer Morgan on the Honor of Receiving the 2013 Athena Award (offered by Moceri; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

   g) Congratulating the Belgian-American Century Club - 100th Anniversary (offered by Boyle; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

   i) Commending the Wayne and John Webber Foundation for Their Generous Gift of the Chesterfield Township Splash Park (offered by Vosburg; recommended by Finance Committee on 6-13-13; previously provided at committee meeting)

9. **New Business**

10. **Public Participation** (five minutes maximum per speaker or longer at the discretion of the Chairperson)

11. **Roll Call**

12. **Adjournment**
June 11, 2013

TO: BOARD OF COMMISSIONERS

FROM: KATHY VOSBURG, CHAIR
JUSTICE & PUBLIC SAFETY COMMITTEE

RE: RECOMMENDATION FROM JUSTICE & PUBLIC SAFETY COMMITTEE MEETING OF JUNE 11, 2013

At a meeting of the Justice & Public Safety Committee, held Tuesday, June 11, 2013, the following recommendation was made and is being forwarded to the June 13, 2013 special Full Board meeting for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Smith, supported by Boyle, to recommend that the Board of Commissioners approve the 2011 Citizen Corps Program Interlocal Funding Agreement for use with the following jurisdictions: City of Detroit, and the Counties of Monroe, Oakland, St. Clair, Washtenaw and Wayne; Further, a copy of this Board of Commissioners’ action is directed to be delivered forthwith to the Office of the County Executive. THE MOTION CARRIED.

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR VOSBURG, SUPPORTED BY VICE-CHAIR SMITH.
MACOMB COUNTY, MICHIGAN

Resolution Number:  

Full Board Meeting Date:  

RESOLUTION

Resolution to:
Approve the 2011 Citizen Corps Program Interlocal Funding Agreement for use with the following jurisdictions: City of Detroit, and the Counties of Monroe, Oakland, St. Clair, Washtenaw and Wayne.

Introduced By:
Kathy Vosburg, Chair, Justice & Public Safety Committee

Additional Background Information (If Needed):

<table>
<thead>
<tr>
<th>Committee</th>
<th>Meeting Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justice &amp; Public Safety</td>
<td>06-11-13</td>
</tr>
<tr>
<td>Special Full Board</td>
<td>06-13-13</td>
</tr>
</tbody>
</table>
March 29, 2013

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Emergency Management & Communications
REQUEST APPROVAL / ADOPTION OF
2011 Citizen Corps Program Interlocal Funding Agreement

SUBJECT:
Macomb County is the regional fiduciary for the Region 2 Homeland Security Planning Board (also known as the Urban Area Security Initiative, or UASI Board). As such, in December 2012 we entered into a 2011 Citizen Corps Program Grant Agreement with the State of Michigan. This Agreement provides funding for ourselves and other members of the UASI Board to carry out activities as allowed in the grant agreement & guidance. Therefore, as fiduciary, we need to provide a means to allocate this funding and establish a formal relationship with each partner to administer and manage the entire grant for the region.

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:
I am requesting that the Executive Office submit a resolution to the Board of Commissioners asking them to approve the use of the attached Interlocal Funding Agreement for use with the following members of the Region 2 UASI Board: City of Detroit and the Counties of Monroe, Oakland, St. Clair, Washtenaw and Wayne.

PURPOSE / JUSTIFICATION:
The purpose of these agreements are to provide us with the appropriate mechanism to administer and manage the entire grant for our regional partners and fulfill our responsibilities as fiduciary.

FISCAL IMPACT / FINANCING:
All funding for this request is provided for from the 2011 Homeland Security Grant Program Citizen Corps Grant Agreement. The grant allocation amounts are established by the State and each of the interlocal funding agreements will be identical for each of the six partners except for the dollar amounts. The individual grant allocation amounts are as follows: City of Detroit - $20,921.00; Monroe County - $4,793.00; Oakland County - $16,501.00; St. Clair County - $7,119.00; Washtenaw County - $6,319.00; and Wayne County - $22,188.00. Macomb County’s allocation is $11,119.00 and is referenced in our grant agreement with the State. Macomb County also receives $4,682.00 for the Management & Administration of this grant for the region. Management & Administration of the grant is handled by my grant funded office staff.
FACTS AND PROVISION / LEGAL REQUIREMENTS:
By Macomb County entering into the 2011 Homeland Security Grant Program Citizen Corps Grant Agreement with the State of Michigan, we are legally responsible for serving as fiduciary for our region and reimbursing the other six partners within our region the amounts referenced above.

CONTRACTING PROCESS:
The attached interlocal funding agreement template has been approved through the county’s Contract Review process. A copy is attached for your reference. Further, this is the same template that was approved for use by the Board of Commissioners for our 2010 – 2012 Homeland Security Grant Agreements for which Macomb County is also the regional fiduciary.

IMPACT ON CURRENT SERVICES (PROJECTS):
There is no impact on our current services as this is provided for with the grant funded staff that we have hired within our office for this purpose.

Respectfully submitted,

[Signature]
Vicki Wolber
Emergency Management & Communications
# CONTRACT REVIEW ROUTING FORM

**ORIGINATING DEPARTMENT INFORMATION**

<table>
<thead>
<tr>
<th>Department Leader:</th>
<th>Department:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vicki Wolber</td>
<td>Emergency Management &amp; Communications</td>
<td>03/29/2013</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Contact Person:</th>
<th>Contract Phone Number:</th>
<th>NOTE: Contracts are returned to finance mail unless specified below:</th>
<th>E-Cell</th>
<th>for Pick Up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vicki Wolber</td>
<td>469-6390</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CONTACT / PROGRAM INFORMATION**

<table>
<thead>
<tr>
<th>Contract/Program Title:</th>
<th>Return By Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011 Citizens Corps Grant Interlocal Funding Agreements</td>
<td>04/30/2013</td>
</tr>
</tbody>
</table>

**DEPARTMENT ROUTING & AUTHORIZATIONS**

1. **Office of Contract Management**
   - Verified - SEND TO RISK MANAGEMENT
   - Board Approval Required: YES
   - Date: 11/10/2013
   - Authorized Signature: [Signature]

2. **Risk Management**
   - Approved
   - Date: 4/11/13
   - Authorized Signature: [Signature]

3. **Finance Department**
   - Approved
   - Date: 4/12/13
   - Authorized Signature: [Signature]

4. **Office of Corporation Counsel**
   - Approved
   - Date: 4/13/13
   - Authorized Signature: [Signature]

5. **Office of County Executive**
   - Approved
   - Date: 4/16/13
   - Authorized Signature: [Signature]
CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION

Department Leader: Vicki Wolber  
Department: Emergency Management & Communications  
Date: 03/29/2013  
Contract Contact Person: Vicki Wolber  
Contact Phone Number: 469-6390  
NOTE: Contracts are returned interoffice mail unless specified below:
☐ Call for Pick Up: #

CONTACT / PROGRAM INFORMATION

Contract / Program Title: 2011 Citizens Corps Grant Interlocal Funding Agreements
DEPT. Code:

Vendor Number (if known):  
Vendor Name:  
Vendor Disclosure Form Attached: ☐ Yes ☑ No

Original Contract Amount: $  
Amendment Amount: 0.00 $  
Total Amended Contract Amount: $  
Funding Source - Org Key / Object - (if known): 0.00

Contract Begin Date:  
Amendment Date:  
Contract End Date:  
Targeted Committee Date:  

Contract: ☑ New ☐ Renewal ☐ Amendment  
If Renewal or Amendment, what terms have changed (if any):  
Amendment Number:  

Contract Bid: ☐ Yes ☑ No  
If not bid out, please explain:  
Lowest Bid: ☑ Yes ☐ No  
If not lowest bid, please explain:

Bid Number:  
How many bidders responded?  
Winning bidder Macomb County Enterprise: ☐ Yes ☐ No - Explain:

Contract / Program Synopsis:

In April & June of 2012 our office was appointed by the R2 UASI Board to serve as the regional fiduciary for our collective 2010, 2011 and 2012 Homeland Security grants which included the 2011 Citizen Corps Program (CCP) grant. In addition to Macomb County, the other 6 members of this Board include the City of Detroit and the counties of Monroe, Oakland, St. Clair, Washtenaw and Wayne. Within our 2011 CCP grant agreement with the State, there is specific funding awarded to each partner within the UASI Region & as fiduciary we need to provide a means to allocate this funding & establish a formal relationship with each partner to administer and manage the entire grant. Therefore, attached is an Inter-local Agreement for this purpose. This agreement is a companion document to the 2011 CCP grant agreement that the county executed with the State in December 2012. The attached is similar to the inter-local agreements that were executed previously for the 2010-2012 homeland security grants which were preliminarily drafted and reviewed in cooperation with Jill Smith. With the exception of the grant allocation amounts which are established by the State, this agreement will be identical for each of the six partners.

OTHER CONTRACT INFORMATION

☐ CONTRACT requires signature of COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.

☐ CONTRACT DOES NOT require BOARD of COMMISSIONER APPROVAL.

☐ CONTRACT DOES require BOARD of COMMISSIONER APPROVAL. ATTACH COVER LETTER AND RESOLUTION FORM.

PLEASE CHECK APPROPRIATE ITEM BELOW:

1. Awarding a contract of $35,000 or more for services, supplies, materials, equipment or real estate.
2. Awarding a contract of $100,000 or more for construction.
3. Awarding a contract modification exceeding 10% of the original approved contract amount.
4. Awarding a contract that exceeds 5 years in length.
5. Employer paid fringe benefits.
7. Intergovernmental agreements as defined by Charter Section 3.1.
This Interlocal Funding Agreement ("the Agreement") is made between Macomb County, Michigan Municipal Corporation, 21930 Dunham Rd., Mt. Clemens, MI 48043 ("Fiduciary"), and INSERT NAME OF POLITICAL SUBDIVISION AND ADDRESS ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, et seq., the Fiduciary and the Political Subdivision enter into this Agreement for the purpose of passing through 2011 Homeland Security Grant Program – Citizen Corps Program (HSGP-CCP) funds to the Political Subdivision; delineating the relationship and responsibilities among the Fiduciary, the Political Subdivision, and the Region 2 Planning Board regarding the Grant Program; and addressing use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or overtime with Grant Program funds.

Macomb County, Michigan was elected and appointed Fiduciary for the 2011 Homeland Security Grant Program by the Region 2 Planning Board at its June 20, 2012 meeting.

Macomb County accepted the position of Fiduciary and as a result entered into the 2011 Homeland Security Grant Program Citizen Corps Program Grant Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

   1.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.

   1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.
1.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.4. **Fiduciary** means Macomb County, a Michigan Municipal Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, and/or any such persons successors.

1.5. **Political Subdivision** means INSERT NAME OF POLITICAL SUBDIVISION a Michigan Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, and/or any such persons successors.

1.6. **Region** means the area comprised of the City of Detroit and Macomb, Monroe, Oakland, St. Clair, Washtenaw, and Wayne Counties. This Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.

1.7. **Region 2 Homeland Security Planning Board (“Region 2 Planning Board”)** means the Regional Homeland Security Planning Board for Region 2, as created by the Michigan Homeland Protection Board, and is comprised of the City of Detroit and Macomb, Monroe, Oakland, St Clair, Washtenaw, and Wayne Counties. The Region mirrors the existing State emergency management district and the Office of Public Health Preparedness bio-defense network region.

1.8. **2011 Homeland Security Grant Program – Citizen Corps Program (“Grant Program”)** means the grant program described and explained in Exhibit B which began September 1, 2011 and ends May 30, 2014. The purpose of the Grant Program is to engage and actively involve all citizens in hometown security through personal preparedness, training, exercises and volunteer service, and to provide a structured opportunity for citizens to augment local emergency response activities.

2. **AGREEMENT EXHIBITS.** The Exhibits listed below and their properly promulgated amendments are incorporated and are part of this Agreement.

2.1. **Exhibit A** – Region 2 Homeland Security Planning Board meeting minutes from June 20 2012; re: 2011 Homeland Security Grant Program Fiduciary;

2.2. **Exhibit B** – 2011 Homeland Security Grant Program – Citizen Corps Program Grant Agreement between Fiduciary and the State;

3. **FIDUCIARY RESPONSIBILITIES.**

3.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan, attached as Exhibit B.

3.2. The Fiduciary shall comply with all requirements set forth in the 2011 Homeland Security Grant Program Guidance.
3.3. The Fiduciary shall submit all alignment and allowability forms to the State for review and approval, which have been approved by the Region 2 Planning Board and which the Political Subdivision has submitted to the Fiduciary.

3.4. The Fiduciary shall reimburse the Political Subdivision, for the equipment, services and/or personnel costs as set forth in the alignment and allowability forms and the applicable reimbursement forms reviewed and approved by the State. The funds shall only be released by the Fiduciary after the applicable reimbursement forms, required by the State and the Fiduciary, are properly executed by the Parties. The Fiduciary’s Director of Emergency Management & Communications or designee shall execute the forms on behalf of the Fiduciary and the INSERT TITLE OF POLITICAL SUBDIVISION’S REPRESENTATIVE shall execute the forms on behalf of the Political Subdivision. The Fiduciary in its sole discretion shall determine if the reimbursement forms are properly executed.

3.5. The Fiduciary shall create, maintain, and update a list/inventory of all equipment purchased with Grant Program funds beginning at the time the Grant Program Agreement is executed and ending three (3) years after the Grant Program is closed. The list/inventory shall include the following: (1) the equipment purchased; (2) the cost for each piece of equipment; (3) what Political Subdivision the equipment is transferred to; and (4) the physical location of the equipment.

3.6. The Fiduciary shall notify the Political Subdivision at the end of the Fiduciary’s fiscal year of the dollar amount of Grant Program funds released to the Political Subdivision for that fiscal year. This amount shall include the dollar amount of equipment purchased with Grant Program funds by the Political Subdivision.

3.7. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the Region 2 Planning Board Secretary and the Political Subdivision.

4. POLITICAL SUBDIVISION RESPONSIBILITIES.

4.1. The Political Subdivision is entitled to reimbursement of allowable expenses for the CCP Grant Program in an amount not to exceed refer to amount for each jurisdiction in the 2011 State CCP Grant Agreement.

4.2. The Political Subdivision shall prepare all alignment and allowability forms for the use of Grant Program funds and shall submit such forms to the Region 2 Planning Board for review and approval via the process designated by the Region 2 Planning Board. Upon approval from the Region 2 Planning Board, the Political Subdivision shall forward the alignment and allowability forms to the Fiduciary. The Fiduciary will forward the forms to the State for review and approval.

4.3. The Political Subdivision shall use the equipment, purchased with CCP Grant Program funds, and all CCP Grant Program funds in accordance with the 2011 Homeland Security Grant Program Guidance.

4.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment, purchased with CCP Grant Program funds regardless of who purchased the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location.
or “home-base” where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon receipt of the equipment by the Political Subdivision and continue until three (3) years after the close of this Grant Program.

4.5. The Political Subdivision shall list the dollar amount provided by the Fiduciary pursuant to Section 3.6 on the Political Subdivision’s Schedule of Expenditures of Federal Awards.

4.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.

4.7. The Political Subdivision shall make the equipment available to the Fiduciary, the State and Federal Auditors upon request.

4.8. The Political Subdivision is required to comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds.

4.9. The Political Subdivision is required to comply with applicable financial and administrative requirements set forth in the current edition of 44CFR, Part 13, including, but not limited to the following provisions:

a. Account for receipts and expenditures; maintain adequate financial records and refund expenditures disallowed by federal or state audit.

b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.


4.10. The Political Subdivision is required to integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.

4.11. The Political Subdivision is required to comply with the Environmental and Historic Preservation Compliance: The federal government is required by the National Environmental Policy Act (NEPA) of 1969 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 Political Subdivision shall not undertake any project having the potential to impact EHP resources without prior approval. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.
5. **REGION 2 PLANNING BOARD RESPONSIBILITIES.** The Parties agree and acknowledge that the Region 2 Planning Board shall have the following responsibilities:

5.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;

5.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;

5.3. Hold public meetings, subject to the Michigan Open Meetings Act; perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;

5.4. Establish sub-committees to carry out its work;

5.5. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and

5.6. Review and approve all alignment and allowability forms for the expenditure of Grant Program funds that are submitted.

5.7. Ensure that all alignment and allowability forms/grant projects directly support one of the FEMA-approved investments included in Michigan’s FY 2011 HSGP Investment Justification.

5.8. Ensure the Subgrantee, in its role as regional fiduciary, is fully apprised of all projects approved by the Region 2 Homeland Security Planning Board.

5.9. Develop and implement a stand-alone Southeast Michigan Urban Area Security Initiative (SEMI UASI) Multi-Year Training and Exercise Plan or provide evidence of the SEMI UASI’s adoption and utilization of the state’s Multi-Year Training and Exercise Plan.

6. **DURATION OF INTERLOCAL AGREEMENT.**

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

7. **LIABILITY/ASSURANCES.**

7.1. Each Party shall be responsible for any Claim made against that Party by a third party, and for the acts of its employees or agents arising under or related to this Agreement.
7.2. In any Claim that may arise under or relate to this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.

7.3. Neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or agents in connection with any Claim.

7.4. Notwithstanding any other provision of this Agreement, the Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of Grant Program funds that it receives or the use or misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

7.5. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

7.6. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, attached as Exhibit B, and the 2011 Homeland Security Grant Program Guidance.

8. **TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice.

9. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

10. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

11. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

12. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

13. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

15. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

16. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

17. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

17.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Macomb County Office of Emergency Management and Communications, 21930 Dunham Rd., Mt. Clemens, MI 48043.

17.2. If Notice is sent to the Political Subdivision, it shall be addressed to: Insert Address

17.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

18. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

19. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

20. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.
IN WITNESS WHEREOF,

EXECUTED: ___________________________ DATE: __________
Mark Deldin, Deputy County Executive
Macomb County Executive Office

WITNESSED: ___________________________ DATE: __________

Political Subdivision: INSERT NAME OF POLITICAL SUBDIVISION

EXECUTED: ___________________________ DATE: __________

WITNESSED: ___________________________ DATE: __________
SE MICHIGAN URBAN AREA SECURITY INITIATIVE BOARD
Wednesday, June 20, 2012, 10:00 a.m.
Macomb Intermediate School District Administration Building
44001 Garfield Rd.
Clinton Twp., MI

I. CALL TO ORDER

Meeting called to order at 10:15 a.m. by vice-chair V. Wolber.

II. ROLL CALL

Voters Present: Theodore Quisenberry – Oakland; Jeff Friedland – St. Clair; Marc Breckenridge – Washtenaw; Kellie Russell – Detroit (arrived 10:30 a.m.); Major David Thompson – Monroe; Vicki Wolber – Macomb

Non-Voters Present: Sara Stoddard – Fiduciary Representative; Jennifer Floyd, Det. H.S.; Megan Anderson – Citizens Corp; John Hennigan – U.S. Coast Guard; Heather Molson - Healthcare Sector 2N; Chief Ronald Haddad – SEMLE; Maxine Schofield, Oakland County; Diane Snyder, Oakland County; Joe Dahl, Oakland County; Jim Buhlinger, Oakland County; Paul Brouwer, Clinton Township OEM; Kathy Rich, Canton; Nicole Miller, Sterling Heights OEM; Ben Pinette, Washtenaw Co. ESD; John Ellis, Macomb Co. OEM; Brandon Lewis; John Conlin, Monroe Co. EM

Absent: Gillman, Monroe; Lundy, Detroit; Lt. Martinez, MSP/EMHSD; Lt. Davis, MSP; Bronson, Mass Transportation; and McGillivray, Wayne County; Chris Martin, Dave Vinson, Henry Christola

Others Present: Attendance record on file with the UASI Secretary’s office.

III. APPROVAL OF AGENDA:

Mr. Friedland moved to approve the agenda as amended. Major Thompson supported.

Mr. Quisenberry added two items to the agenda: New Business, item d., Oakland County 2010 projects; and New Business, under item b, the addition of fiduciary selection 2009 grant. He added under Communications item h., as well as New Business e., communication received from Mr. Friedland regarding selection of Nicki Faulk as St. Clair County’s new alternate representative to the UASI Board.

Mr. Breckenridge clarified that Old Business contained the discussion issue of committee chairs and UASI Board representatives, as requested at the April meeting. He mentioned the previously discussed issue of the reallocation of under-utilized planning expenses, and its inclusion on the agenda.

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Ms. Stoddard clarified that at the last meeting, some attendees indicated their desire to not include the reallocation of under-utilized planning expenses as an agenda item; however, she had reports for all of the regional projects and would review them by project, and reallocation can be chosen accordingly.

The MOTION CARRIED with a unanimous voice vote to approve the agenda as amended.

IV. APPROVAL OF MINUTES

Mr. Friedland moved to approve the UASI Board meeting minutes of April 18, 2012, and May 8, 2012 as published. Mr. Breckenridge supported.

The MOTION CARRIED with a unanimous voice vote.

V. PUBLIC COMMENT

There were no public comments.

VI. COMMUNICATIONS

a. Oakland County DSEMIIC Board Alternate
b. 2012 Fiduciary Selection from James Porcello
c. Regional Planners Project Confirmation Letter to Monroe from Oakland County
d. 2012 Fiduciary Selection to Brad Smith from Oakland County
e. Wayne County UASI Board Representative
f. THIRA Memo
h. Selection of Nicki Faulk, St. Clair County UASI Board alternate representative

Mr. Quisenberry stated that all communications were sent out, with the exception of item h., the previously mentioned notice from St. Clair County regarding the communication received from Mr. Friedland regarding selection of Nicki Faulk as St. Clair County's new alternate representative to the UASI Board; following the retirement of Chief Robert Eich.

Mr. Quisenberry moved to approve Communications a. through h., as submitted. Mr. Breckenridge supported.

The MOTION CARRIED with a unanimous vote.

VII. COMMITTEE REPORTS/ACTIVITY

a. Citizen Corp Council
b. Critical Infrastructure
c. First Responder – Cancelation email
d. Interoperable Communications – May 8, 2012 Minutes included

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Vice-Chair Wolber said there were a number of reports, and everything was sent out with the agenda.

Mr. Friedland said the Critical Infrastructure Committee met, but did not have a quorum. He said the Committee requests the UASI Board consider allowing them to become a work group, and to readdress the structure of the voting members, so goals and objectives can be achieved.

Mr. Quisenberry said similar concerns could be expressed by other committees. So business can be conducted, something needs to be done so the various committees can meet and act as they are tasked with.

Mr. Friedland suggested creating work groups with a maximum of three UASI Board members, so there is not a quorum or a majority, and work with the new coordinator to address the issue and report back to the UASI Board with recommendations at the next UASI Board meeting.

Ms. Wolber suggested deferring this subject to Old Business, item b.

Ms. Bayer reported that the Regional Training Committee recently met, and had a quorum. She stated that she would continue chairing that Committee; Scott Berkseth is co-chair; and Kathy Rich is Committee secretary. Their quarterly calendar update will come out in the next few weeks, so any items for the calendar should be sent to Ms. Rich this week.

Ms. Bayer said a brief follow-up report was sent out regarding the Capability Awareness Seminar that was held for the region. She noted that as finances decrease, the Committee was encouraging the entire region to start looking at more programs for trainers to help maintain the existing level of training. She spoke to the need for the sustainability of training in the region, particularly in light of dwindling funds. Ms. Bayer said they would look to see more involvement by elected and appointed officials in some training exercises to help promote community awareness.

Mr. Breckenridge concurred with Ms. Bayer’s comment regarding the need for increased involvement by elected and appointment officials.

Major Thompson moved to accept Committee Reports/Activity as presented. Mr. Friedland supported.

Regarding item g., the DSEMIIC minutes, Mr. Quisenberry noted there was not an update on the DSEMIIC report, and inquired of Lt. McGowan regarding same.

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Lt. McGowan reported that regarding operations, he stated over the last six months, the following has been issued:

- 16 State-wide situational awareness bulletins
- 2 special intelligence bulletins
- 7 command briefs

In addition, Lt. McGowan noted that two assessments were completed: one for the end of the school year; and one for Belle Isle Grand Prix—another threat assessment that came out of DSEMIIC. He said this totaled 38 products put out by DSEMIIC; as a result they were totally operational and were well within the baseline capabilities for operations in an urban area Fusion Center.

Lt. McGowan reported that in addition, DSEMIIC provided intelligence support to the Wayne County Sheriff's Department for the Arab-American Festival, and also the Dearborn Police Department. He said DSEMIIC would be operational for the Detroit fireworks, with several mobilizations into that area from various police agencies, and DSEMIIC will support each of them from an intelligence operational standpoint.

Regarding staffing, Lt. McGowan spoke to the finalizing of the nomination of Oakland County’s Ryan Alexander from the Michigan State Police. He stated all requirements were met, and Mr. Alexander was set to start training in Lansing on July 9, 2012. He said two positions remained open, from Detroit and Monroe. He said he was eager to fill these two positions for someone to commit to the operations. He noted the increase in case support activity as the awareness of DSEMIIC increased.

Lt. McGowan discussed equipment, noting that DSEMIIC was doing fine, and the fiduciary was meeting their needs; with one computer issue outstanding related two MOUs with EMHSD.

Mr. Breckenridge clarified that Mr. Alexander was recommended to and approved by the DSEMIIC.

The UASI Board discussed adding Mr. Alexander’s nomination to the agenda.

The MOTION CARRIED with a unanimous voice vote to accept as presented the Committee Reports/Activity.

Ms. Wolber noted that Ms. Kellie Russell had arrived from the City of Detroit. (10:30 a.m.)

Mr. Quisenberry moved the consideration of approval of Ryan Alexander to DSEMIIC Advisory Board be placed on the agenda under New Business, item f. Mr. Breckenridge supported.

The MOTION CARRIED with a unanimous voice vote.
Mr. Quisenberry suggested a discussion be held, and perhaps a recommendation be made, to fill the two open positions from Detroit and Monroe.

Ms. Wolber suggested that be placed under Old Business, item g.

Lt. McGowan noted that a resume was received from Mark Hammond yesterday relative to a suggested individual for one of these positions.

Major Thompson said he was chair of the LPT, and he would inquire and report back as to why Monroe had not appointed or recommended someone for this position. He said it was his understanding that it was in process, and the matter was being handled.

Discussion took place regarding filling the two positions on the DSEMIIC Advisory Board; as well as the process utilized for filling positions.

Ms. Russell said the City of Detroit was still in the selection process. She said an individual had been selected, but the choice did not go through.

Mr. Quisenberry continued his desire to add this item to the agenda. He said consideration could be made stating that if no action was taken before the next UASI meeting in August, the UASI Board would take action to find alternative ways to fill the other positions.

Ms. Wolber suggested the item be placed on the agenda under Old Business, item g.

Mr. Quisenberry moved to add to the agenda under Old Business, item g., a discussion relative to the filling of two positions (for Detroit and Monroe) on the DSEMIIC Advisory Board, that if no action was taken before the next UASI Board meeting in August, the UASI Board would take action to find alternative ways to fill the positions. Ms. Wolber supported the motion.

The MOTION CARRIED, 4-2, with Mr. Friedland and Major Thompson opposed.

VIII. NEW BUSINESS

a. Letter regarding Funding Formula and UASI Region

Ms. Wolber noted this item was not included in the packet, and asked if it came from Oakland County.

Ms. Stoddard said this item was included on the agenda as requested at the last UASI Board meeting wherein Wayne County and Detroit submitted the letter to the State regarding the funding formula for the UASI Region. She said the UASI Board requested time to review the letter with their jurisdictions, and include the matter on the agenda for discussion as to any potential response to the letter by the UASI Board.

Mr. Breckenridge said Washtenaw County was satisfied that no additional action was necessary at this time. He said a letter to attempt to prevent the State from changing

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their position on UASI funding formula seemed unnecessary; and that he did not think any changes would be made by the State anyway.

Mr. Friedland concurred with Mr. Breckenridge and said the subject letter was simply a letter from two communities, and not from the UASI Board.

Ms. Russell said the letter originated from the City of Detroit and Wayne County, and that she did not have a status update. She said that Mr. Lundy may have more information to share regarding the matter.

Mr. Quisenberry said he discussed the letter with Captain Sands; and he concurred with Mr. Breckenridge that there were no intentions for making any changes. Mr. Quisenberry said Captain Sands indicated that if any change were to occur, the change would have to be recommended by the UASI Board. He said no action would be required, as long as the UASI Board maintained its consensus that they would not follow such a recommendation as expressed in the letter.

Ms. Wolber confirmed there were no further comments on this matter.

b. Fiduciary Selection 2010 & 2011 Grants

Mr. Quisenberry distributed information and said based upon action by the UASI Board in April where Macomb County was selected as fiduciary for the 2012 grant, it was now Oakland County’s position that they want to prevent overlapping fiduciaries with overlapping grant cycles. Mr. Quisenberry said that under the grant agreements with the State, Oakland County has exercised their option to advise the State within 30 days that they will be ceasing to be fiduciary for all 2009, 2010, and 2011 grants, effective September 30, 2012. He pointed out that a vote regarding this was not required, and they have provided a little less than 90 days’ notice because of the importance of the transition period for the new fiduciary responsibilities. Mr. Quisenberry said Captain Sands was notified and a letter was sent to the Board.

Mr. Quisenberry discussed the 2009 grant, which was extended to October 31, 2012. For the 2010 grant, one year will remain as an overlap; and two years will remain as an overlap for the 2011 grant. He said Oakland County intends to work with whomever the UASI Board designates as fiduciary for the remaining pending grant years, as well as during the transition into the 2012 grant. He said the UASI Board needs to identify a fiduciary for the remaining 2009, 2010 and 2011 grant.

Regarding the 2009 grant, Mr. Quisenberry said the extension to October 31st was discussed with the State and Mr. Porcello. The Oakland County Board of Commissioners passed resolutions for the termination of grant responsibilities for the grant years 2009, 2010 and 2011. He said the Board of Commissioners meets tomorrow to vote, and without question, the matter will pass. Mr. Quisenberry said whoever takes over the 2009 fiduciary responsibility will only have it for one month. He said a resolution was suggested. The 2009 grant was extended to April, and then to May, and now to October 31st. He suggested to proceed through as if the 2009 grant
expires September 30th, rather than October 31st, that way Oakland County can remain
the fiduciary for the full 2009 grant—rather than turn it over to someone for one month.
Mr. Quisenberry reiterated that the jurisdictions need to move forward as if the 2009
grant expires on September 30th. He said deadlines will be proposed regarding the
transition, and will apply to the 2009 grant as well; and Oakland County will maintain the
fiduciary responsibilities for that full grant period, as well as reconciling with the State
after the grant closes. He said if this does not take place, the UASI Board must select a
fiduciary for one month, and the State would rather this not occur. He said the UASI
Board must also select a fiduciary for the remaining 2010 and 2011 grants.
Ms. Wolber said that Macomb County was willing to serve as fiduciary for 2009, 2010
and 2011, since they were selected for the 2012 grant. She expressed concern
regarding the success of the transition, regardless of who was made fiduciary. She said
the Management and Administration money is given to Oakland County through
September 30th, so she hoped that the State would consider freeing up funds out of one
of the future grant years, in order to bring people on board ahead of time into the
transition.
Ms. Wolber said she understood the concern regarding the 2009 grant, however,
Macomb County has some trainings planned in October that cannot be moved; and they
involve the overtime of personnel. She said Macomb County would do what was
necessary, but there are other equipment projects and trainings that cannot be
completed by the September deadline.
Mr. Friedland said St. Clair County could go either way, and there were some October
projects that cannot be moved.
Mr. Friedland moved that the UASI Board select Macomb County to serve as
fiduciary for the 2009, 2010 and 2011 grant years. Major Thompson supported the
motion.
Ms. Stoddard said that the fiduciary responsibility for the 2009 grant was only for the
regional projects, and any trainings would be under the USAR or the Hazmat program.
She said the fiduciary transition would not affect any local projects that involve training.
She said if the regional projects could be wrapped up by September 30th, that would be
where the transition would occur.
Major Thompson expressed concern regarding a vehicle being built, and the purchase
order was issued by Oakland County. He said the chassis was received yesterday, and
several months were needed by the vendor to build the vehicle. He expressed concern
with time constraints, and the outstanding purchase orders from Oakland County for
equipment.
Ms. Stoddard said Oakland County would work to complete any outstanding purchase
orders, and anything that was currently open on their timeline to ensure completion and

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delivery. She said Oakland County would work with the new fiduciary relative to any ongoing contracts.

Mr. Friedland amended the motion to include that Macomb County would receive some form of Management and Administration funding. Amendment supported by Major Thompson.

Mr. Quisenberry said his conversation with the State did include the demarcation line between where Oakland County is tapping into Management and Administration money, how much has been spent, and the projected close-out amount. He said they will work with the State and new fiduciary on these things, and the amount will be determined, once Oakland County’s fiduciary responsibilities were closed out.

Ms. Wolber said if Macomb County was selected, people should be hired by September 1st; and access was needed to Management and Administration funds prior to the September date. She said it would not be right to wait until October to bring those people on board.

Mr. Quisenberry said Oakland County gave early notice because the fiduciary amount was hardwired into the grant agreement signed between the sub-grantee (Oakland County) and the State. He said the new grant agreement would specify the amount of fiduciary dollars to be allocated; and the new fiduciary will have to spell out when they can begin tapping into the Management and Administration funds. He said there may be an overlap period where both counties will tap into the funds.

Ms. Stoddard said Oakland County could submit as the sub-grantee, until September 30th, and any Management and Administration funds could come through their office to combine and differentiate between the two fiduciaries.

Vice-Chair Wolber called the question.

The MOTION CARRIED with a unanimous voice vote that the UASI Board select Macomb County to serve as fiduciary for the 2009, 2010 and 2011 grant years; and that Macomb County would receive some form of Management and Administration funding.

c. THIRA Process – Mike Sobocinski, MSP, Local Hazard Mitigation Specialist

Ms. Wolber recalled that the UASI Region and the State was required to create a threat and risk assessment; the deadline is December, 2012. She introduced Mr. Sobocinski to discuss the assessment.

Mr. Sobocinski distributed the hand-out: Threat and Hazard Identification and Risk Assessment (THIRA) Process, and spoke to the following major points:

1. This is a new requirement, stemming from Presidential Policy Directive 8.
2. It ties in with other planning tasks (especially at the federal level), involving all phases of emergency management and intended to involve the “Whole Community” including the general public. He noted the online posting of documents on the Michigan State Police publications page.


4. A THIRA document is also being required of UASI areas.

Mr. Sobocinski discussed the following fundamental steps within the THIRA and possible coordination with the State process:

Step 1: Identify the threats and hazards of concern (new Michigan Hazard Analysis published this month; 2012 Emergency Management Plan and 2011 Michigan Hazard Mitigation Plan provides information usable by UASI.)

Step 2: Give the threats and hazards context (Michigan should have a draft of the first two steps posted online by the start of July, with evaluation of hazards posing the greatest threat)

Step 3: Examine 31 core capabilities using threat and hazard scenarios (Many already developed through previous work by regional planning processes.)

Step 4: Set capability targets (Many derivable from existing scenarios and plans)

Step 5: Apply the results (FEMA has stated that this is technically outside of the requirements expected on December 31, 2012, but more details about where to end the 2012 process will be established through further consultation with FEMA.)

Mr. Sobocinski said the document can be found on the FEMA website; called Threat and Hazard Identification and Risk Assessment Guide. (Comprehensive Preparedness Guide 201; or cpg201.) He said once the State-level document is posted online, it can be reviewed for guidance, and text can be borrowed from it. He said the UASI deadline was also December 31, 2012; and some extra side meetings will be taking place with planners and experts.

Mr. Sobocinski spoke to the potential likelihood of local programs also having to comply with the THIRA requirement. He said probably within the next two years the local planning standards will be revised to incorporate the THIRA requirements—if the same homeland security process remained in place.

Discussion took place regarding THIRA and the establishment of a possible THIRA cycle.

Mr. Sobocinski said it was suggested that the standards will be lighter, this first time around. He said there was no clear checklist, but the guidance was a template.
Mr. Friedland said he saw significant value in this, and it needed to be done anyway.

Discussion took place regarding available staffing to maintain another recurring future analysis.

Ms. Wolber said in July, FEMA was hosting training in Chicago. She suggested the UASI Board request FEMA to visit locally for technical assistance; and perhaps have each of the seven partners select two key people to attend the training.

Discussion took place regarding technical assistance training.

d., Oakland County 2010 projects

Ms. Stoddard provided a hand-out detailing two projects to be added to the 2010 grant in order to spend funding by the October 31st deadline. She said the LPT met last week and voted on the following projects:

OAKTAC tow vehicle (Oakland County Tactical Response Association). During an exercise in May, 2012, an issue was raised relative to the ability to tow heavy deployment equipment; the originally designated tow vehicle was determined to be insufficient; therefore a tow vehicle was requested.

Investment: Enhance Regional Law Enforcement Special Response Teams

UASI/LEPTA = $35,000

Personnel = $0.

Enhancement of Weather Monitoring Equipment

The replacement of two existing stand-alone monitors with a quad monitor system and acquiring weather station software.

Investment: Critical Infrastructure Protection & Resiliency

LETPA = $0; Personnel = $0

UASI = $6,000

Mr. Breckenridge noted that the WLS-800 for weather monitoring was a good system.

Mr. Breckenridge moved to approve the Oakland County 2010 projects: OAKTAC tow vehicle in the amount of $35,000; and Enhancement of Weather Monitoring Equipment in the amount of $6,000. Mr. Friedland supported the motion.

The MOTION CARRIED with a unanimous voice vote.

e., Selection of LPT Alternate for St. Clair County representative to the UASI Board

Mr. Quisenberry moved to approve Nicki Faulk as St. Clair County’s new alternate representative to the UASI Board. Mr. Breckenridge supported the motion.
The MOTION CARRIED with a unanimous voice vote.

f., Approval of Ryan Alexander as Intelligence Analyst representative from Oakland County to the DSEMIIIC

Mr. Friedland moved to approve Ryan Alexander as Intelligence Analyst representative from Oakland County to the DSEMIIIC. Mr. Breckenridge supported the motion.

The MOTION CARRIED with a unanimous voice vote.

IX. OLD BUSINESS

a. Fiduciary Update

Ms. Stoddard distributed packets that included the regional updates for 2008, 2009 and 2010; as well as all local projects for 2010, with financial sheets and projects status sheets. She said this information will continue to be distributed at the meetings, and in the future the information will be on the website. She noted that spreadsheet are often sent to many planners as updates; and upon request, information can be provided.

i. 2008 & 2009 Regional Financial Reports

ii. 2008 & 2009 Regional Project Reports

Ms. Stoddard spoke to the 2008 regional projects, noting that the grant expired on May 31st. She said the 2008 grant was successfully closed; all projects were completed, with the last few reimbursement packets being processed. She said several projects did not spend out, one being the LE Tactical project; however USAR did go over, but balanced out. She said USAR will not be giving additional funding, but the overage will be reduced from the 2008 grant. She said Oakland County will work to balance that out, and no money will be returned to the State.

Ms. Stoddard spoke to the 2009 regional projects, they were working to complete. She briefly reviewed each project. She noted that USAR requested funding be turned into equipment purchases, rather than training, and they did a good job of securing a very large equipment purchase. Ms. Stoddard said the MPSCS Tower Project was still pending an EHP review. Hazmat Planning continued to submit reimbursement packets, and have another equipment order yet to be placed. Information was still being collected on SAPS. The latest quarterly payroll was being processed for Fiduciary and Management and Administration. Payroll information was submitted by the St. Clair analyst for the Fusion Center; yet other jurisdictions’ payroll has not been submitted yet.

Ms. Wolber noted that Macomb County submitted their payroll information was submitted with their 2008 packet, for their analysts from February through April.

Ms. Stoddard said the 2008 grant included a lot of equipment; and the cost for the analysts will come out of the 2009 grant. She said $322,000 was slated for 2009 set to
expire, and it would be closed out with the September 30th deadline date. She said
without enough payroll figures, she could not project whether the $322,000 was going to
get spent. She noted that any unspent funding would need to be reallocated. Ms.
Stoddard said the EMNet Project was completed. She recalled the reallocation of
$53,246 to each jurisdiction for LETPA compliant projects submitted by March 30th. She
said everything was submitted for approval, but the $53,246 project was still outstanding.
It was not processed for PJs or ACJs, and has not moved forward for Monroe County’s
allocation.

Ms. Stoddard responded to Major Thompson and explained that at the time the money
was allocated to each jurisdiction, the deadline set by the State was March 30th for the
submission of all PJs and ACJs. She said Monroe County did not submit a project in
that timeline, so it could not be processed; but now that there is the full extension. She
stated that money was not currently slated for any project.

Major Thompson asked if Monroe County can submit a project for that amount. He
expressed concern regarding lack of communication.

Ms. Stoddard said with the full extension, the State is back open to accepting PJs and
ACJs for 2009 projects, so it would be allowable.

Major Thompson expressed frustration with lack of communication in terms of available
funding identified two weeks ago. He spoke to the unreimbursed funds sitting available
nationwide. He noted that he would speak to the County administrator regarding the
matter.

Mr. Quisenberry said Major Thompson can exercise his prerogative; and reiterated that
that everyone was made aware of the extension at the same time.

Discussion took place regarding projects, deadlines, timelines for processing, and
communication between all parties.

Ms. Stoddard said a previously approved project under local allocation for 2010, can be
submitted under the 2009 regional funding. She said Oakland County could work with
Major Thompson in that submission.

Ms. Wolber inquired about the EMNet and whether it was paid through October, or if it
was for future planning.

Ms. Stoddard said she would check on that, but she believes it was paid up through May
31st, and the 2010 money was used. She clarified that EMNet was paid up for one year.

iii. 2010 Regional & Local Financial Reports
iv. 2010 Regional & Local Project Reports

Ms. Stoddard said ACJs and PJs were being submitted by the project leads. USAR was
doing a lot of training; Hazmat was also submitting for phase three of their training
program. Regarding the SAPS project, she said $180,000 was allocated for the coordinator position. She said the grant is set to expire April 30th of 2013, with no extensions promised by the State, so the UASI Board may want to consider that for possible reallocation.

Ms. Stoddard mentioned the Interoperable Communications for the Wayne County towers. She noted that all funding was allocated out, and then Wayne County received the residual of about $25,000. She said not PJs or ACJs have been received to date, nor any notifications regarding their plans. She said that will require EHP reviews, and should be moved forward if it is for a full tower.

Ms. Stoddard recalled that April 30th, 2013 was the deadline for the 2010 grant. She explained that six months prior to the grant expiration, which is October 31st of 2012, any unspent funding (encumbered or reimbursed to the State) must be given back to UASI Board for reallocation—from local and or regional funds.

Ms. Wolber confirmed there were no comments regarding the 2010 funding.

Mr. Quisenberry said a discussion was needed regarding the reallocation of funds, particularly in light of upcoming deadlines.

Ms. Wolber agreed. She invited comments regarding the UASI coordinator duties.

Ms. Stoddard said she would be happy to do some budget projections for the UASI Board.

Ms. Russell said that Mr. Lundy did not indicate any details, other than the position would begin in a few days. She said she did not have any information regarding how the funding would be handled.

Ms. Stoddard stated that funding for the coordinator position would be a reimbursement to Oakland County.

Ms. Russell said it was her understanding that the City of Detroit uses Strategy Staffing Solutions, and will be funded through October 31st, of 2012.

Ms. Stoddard said if it is a position, it would be encumbered funds, up until April 30th of 2013.

Ms. Russell reiterated that she did not have any specific information regarding the coordinator position, but would inquire about it and information would be provided to the UASI Board.

Mr. Breckenridge said then a projection would be needed.

Mr. Quisenberry said this means the projection would be required at the August meeting, giving the City of Detroit a month and a half to realize how much of the $180,000 would
be not needed, and could be projected and assigned to another project. He emphasized
that the intent was to have that projection information provided at this UASI Board
meeting, so the Board would have adequate time to consider the reallocation of any
funding leftover.

Mr. Breckenridge concurred with Mr. Quisenberry; and said he would like a projection
prior to changing any figures.

Mr. Friedland said in the next two weeks, Mr. Lundy and Mr. Lewis could put the
projection together, set the budget, and notify the UASI Board members, who can then
prepare for reallocation to be approved in August, to get in before the October deadline.
He said it would be unfair to tie someone’s hands without the figures, but he did not want
to wait for August for the figures.

Mr. Quisenberry said that was a quasi-solution to half the problem. He said the other
problem was what to spend the money on, and that cannot be considered until mid-
August. He said a likely figure could be determined; and it would make sense to take
$100,000 now and leave $80,000, for the true projection in August for the final five to six
months. He said then the majority of the money can be reallocated.

Discussion took place regarding a solution to the reallocation issue.

Mr. Friedland suggested doing a seven-way split on that amount, and allow Detroit and
the coordinator to establish the budget, and the jurisdictions would know in advance
what the split would be based on their findings, and projects could be proposed in
August. He said that method worked in the past for communications.

Mr. Quisenberry emphasized that this will be taken out of the 2010 grant; there is 2011
and 2012 money, and those grant years can be tapped as well. He said additional
funding is available if needed in the unallocated unspent grant money. He suggested
reallocating $100,000 out of this allocation, back to the regional funding; and leave
$80,000 in the fund, and Detroit and the coordinator can return in August, and more can
be added if necessary.

Discussion took place regarding a solution to the reallocation issue and the length of
time necessary to write local and regional projects.

Discussion ensued regarding a previous motion for a regional project and funding left
over wherein Wayne County received the balance of the funding.

Mr. Pinette from Washtenaw County commented about unused funding, and why the
concern was to spend it by October 31st, when there were other projects that funding will
have to be reallocated for in November anyway. He said whatever funding to be
reallocating should be spent by the April 30th deadline, for any other project reallocated at
a future date.
Mr. Quisenberry spoke to the mindset that has created the need for extensions. He spoke to the intent of the extension date of October 31\textsuperscript{st} deadline, which was to complete things, not put them off into the future.

Mr. Breckenridge asked if there was a $100,000 project that was pending. He noted Washtenaw County's need for sirens.

Mr. Friedland expressed his opinion to doing a seven-way split and allow Detroit and the coordinator to establish the budget, and the jurisdictions would know in advance what the split would be based on their findings, and projects could be proposed in August.

Mr. Friedland moved that the City of Detroit and the UASI Coordinator determine their budget and submit it to the UASI Board members for review within 30 days.

Mr. Friedland said he would not include in this motion the idea of the seven-way split of the funds.

Ms. Russell supported the motion.

Major Thompson suggested that the UASI Board should consider the need to meet monthly in order to have the necessary time to consider all the issues and projects that come before the Board for deliberation.

Ms. Stoddard said there would be upcoming reallocation funding before the October 31\textsuperscript{st} deadline. She noted that the UASI Board usually reviews, votes on, and allocates on sustainability related projects; and there has not been a lot of opportunity for other types of projects to come before this Board. She suggested the Board consider regional projects for the regional portion of the money that could be considered by the UASI Board if the communities were notified of the possibility.

Mr. Friedland agreed with Ms. Stoddard, and said he looks at the coordinator position as bringing the prioritized projects based on strategies, core capabilities and to close gaps, to the UASI Board for consideration.

Chair Wolber called the question.

The MOTION CARRIED with a unanimous voice vote.

v. Fiduciary Meeting – Audit Findings

Ms. Stoddard recalled a State meeting on April 30\textsuperscript{th} of this year, and the State indicated that the Audit Findings summary be presented to the UASI region. She noted that the summary was on the Michigan State website with all the audit findings; and many of the items were reminders to the subgrantees as a result of audit findings from across the state.

The following information was provided under the Audit Findings Summary:
1. Equipment—Inventory review ($5,000 or more)
2. Trainers—Not received compensation under vacation, sick leave, holiday, etc.
   from public funded position (double-dipping tax dollars)
3. Conflict of interest—Voting member of LPT or UASI Boards
4. Suspension or Disbarment—Add a clause to your contract
5. Single Audit Report in accordance with OMB Circular A-133

Discussion took place regarding item 2., and that the State thought the situation was widespread. Examples were discussed and frustration was expressed from many attendees.

Mr. Breckenridge said this was the biggest problem in federally-supported training that he has detected in several years.

Regarding item 2., discussion continued that back fill and pay cannot be used simultaneously; whether it was a contract or an agreement that hired an instructor.

Ms. Bayer mentioned that this question has come up in the past relative to paying trainers to train. She noted that community colleges were a non-profit government entity, supported by tax dollars. She said further clarification was important.

Discussion took place regarding ICS trainers.

Ms. Stoddard said she would seek clarification from the State as well.

Mr. Quisenberry said the State made it clear they would be doing audits and looking at time sheets.

Ms. Stoddard spoke to item 3., Conflict of Interest. She noted caution should be exercised during abstentions, and any question should be directed to the State.

Discussion took place regarding the interpretation of conflict of interest.

Ms. Stoddard spoke to item 4., suspension or disbarment. She said that involved adding a clause to your contract, reviewing the contract. She discussed item 5. Single Audit Report in accordance with OMB Circular A-133, noting it was over $500,000 worth of public funding, and to make sure of compliance.

Regarding the 2010 Grant, the summary included the following for Oakland County, as fiduciary till September 30th, 2012:

Equipment Reimbursement – An information form to be emailed when equipment reimbursement packet is submitted for $5,000 or more of asset, requesting information that the fiduciary is required to report. Equipment reimbursements will not be processed without the completed HSGP Fixed Asset Form.
RIPP Sheets – July 29, 2012 (July 22, 2012) State deadline is July 29th, Oakland County is requesting them to be submitted by July 22, 2012, for compilation.

BSIR Reports – July 10, 2012 (July 6, 2012) State deadline is July 10th, Oakland County is requesting them to be submitted by July 6th, 2012—using the old BSIR PJ form, not the new form.

Ms. Stoddard said this information applied to the 2010 grant only.

Ms. Stoddard said that due to Oakland County no longer being fiduciary effective September 30th, 2012, they have set the following Oakland County Timelines in order to close out as much as possible and make for a smoother transition with the new fiduciary.

- Equipment Requests – August 1, 2012
- Reimbursement Requests – September 14, 2012

Anything received late will be returned to the jurisdiction and asked to submit to the new fiduciary.

Existing Contract Termination – September 30, 2012

USAR, DSEMIIIC, Stenographer

Oakland County will continue to pay existing contracts up until September 30th, and then work with the new fiduciary to transfer those over. For the 2009 grant, Oakland County requests submittal for regional projects by September 30th, 2012 in order to close out the grant (Not by October 31st, 2012)

All requests submitted after the dates listed above will be sent back to the jurisdiction to re-submit to the new fiduciary

The new fiduciary is expected to provide new interlocal agreements to all UASI member jurisdictions that will take effect October 1, 2012. It is requested they be provided 30 days prior so individual Board of Commissioners/Council approvals can be obtained.

b. Committee Chairs/UASI Board Reps/Structure

Mr. Friedland reiterated his suggestion regarding the concept of forming work groups to report back to the UASI Board in August. He suggested the group contain one representative from each partner, led by the coordinator, with a maximum of three Board members. He said this would be to review committees, and help to facilitate the THIRA, the core capabilities, and close any gaps.

Mr. Friedland moved that a work group be created, comprised of one representative from each partner, led by the coordinator, (and could include a maximum of three Board members), to provide recommendations on committee work group restructure, at the August UASI Board meeting. Mr. Breckenridge supported the motion.

UASI – June 20, 2012
Mr. Quisenberry inquired about the intention, and if it was to re-do the committee structure—which was already done and has not had a chance to go anywhere yet. He said if the newest structure has not been successful, it is the fault of the jurisdiction for not having their people there. He said if achieving a quorum was still a problem that should be addressed. He said something needs to be done to ensure that the right people are chosen to serve on the committees.

Ms. Wolber said it was more than having people in attendance; it was that they were struggling with what their tasks were. She said the liaisons are told to follow the strategy, and that is difficult to communicate to 20+ committee members. She said this was affecting other committees too, and she would like something done relative to providing direction to the committees.

Mr. Friedland spoke to core capabilities and closing gaps. He emphasized the importance of including people who specialize in the tasks at hand. He suggested assigning tasks to the right people; who want to do it—then do it and then disband.

Mr. Quisenberry questioned appointing people to a committee that was not their area of expertise. He said there is the problem.

Discussion was held regarding providing direction to the committees more effectively.

Major Thompson spoke to the training committee as an example. He said even without funding, they can meet to discuss ideas and information that can benefit the other attendees. He said information can be brought back to individual jurisdictions and local funding can be used to implement ideas. He said there is a need to have committees for coordinated effort.

Discussion took place regarding the purpose of the work groups.

Mr. Hennigan said committees were asking for tasking and direction; they need to build in the agenda direction; they have no authority without the UASI Board; and if they have no quorum, they could still report to the Board about what they voted on.

Ms. Wolber said she thought it was important to have people sit on the committees, or the Chairs, for their feedback. She complimented Ms. Bayer on her efforts, as well as Ms. Rich for their strong committee. She thought that a committee Chair or committee representative should be included in the work group.

Mr. Friedland said to simply make it one representative from each partner, or there would be quorum issues again.

Ms. Bayer said her committee can operate without a quorum because they are not voting. She spoke to the process and that they do a roundtable at the end of the meetings. She said they try to maintain an avenue of communication.

UASI — June 20, 2012
Mr. Breckenridge reminded the Board that the quorum requirement can be set lower, according to the by-laws. He said this could be an item for discussion in the Assessment Committee, if it is created.

Ms. Stoddard reminded the group about the requirements of the Open Meetings Act.

Discussion took place regarding the by-laws.

Vice-Chair Wolber called the question.

The MOTION failed with a 3-3 tied voice vote, with Russell, Quisenberry and Thompson opposed.

c. UASI Coordinator Duties

Ms. Wolber distributed the Job Duty Guidelines for the UASI coordinator position, based on the UASI Board meeting on May 30th, 2012. She said the majority was put together by Mr. Friedland, and it is meant to be a guide to give Mr. Lews some tasks and responsibilities to accomplish when he moves forward in the position.

Mr. Breckenridge said the duties guidelines look good, and include a corrective action plan.

Major Thompson moved to approve the UASI Coordinator Position Job Duty Guidelines as presented. Mr. Breckenridge supported the motion.

The MOTION CARRIED with a unanimous voice vote.

d. Monroe County 2010 Projects

e. St. Clair County 2010 Projects

f. Macomb County 2010 Projects

Mr. Friedland moved to accept the 2010 Projects for Monroe, St. Clair and Macomb County 2010 Projects. Mr. Breckenridge supported the motion.

Ms. Wolber said Macomb had some inoperable sirens, but had completed their narrow banding, and is 95% done on the transitions. Regarding the Macomb County ops system, she said they were in the process of combining all of their emergency management and EOC operations to create a large operations center in the County.

Major Thompson mentioned two 2010 LETPA projects just submitted (one for SRT Team for vests; the other for the dive team equipment). He said in order to meet the Oakland County deadlines, he requested permission to use whichever project can be delivered most quickly, to submit as either a 2009 or a 2010 project.

The MOTION CARRIED with a unanimous voice vote.
g. DSEMIIC Advisory Board -- Discussion regarding two vacant positions (Detroit and Monroe County)

Mr. Quisenberry moved that if there was no action to fill the two positions by Detroit and Monroe County for the DSEMIIC Advisory Board, before the next UASI Board meeting in August, that the UASI Board would take action at the August meeting to find alternative ways to fill the positions. Ms. Wolber supported the motion.

Discussion took place regarding the motion.

Major Thompson said Monroe County should have an answer regarding their process next week or shortly.

Mr. Quisenberry emphasized that the intention was not to deny a position. He said if between now and August, Lt. McGowan indicates action is taken by the remaining two jurisdictions, then the UASI Board will not have to fill the positions.

Discussion took place regarding the purpose of the deadline.

Mr. Quisenberry said it was dual, people were becoming aware of DSEMIIC and its function and work is being done and the additional personnel are needed.

The MOTION failed, 2-4, with Friedland, Breckenridge, Russell and Thompson opposed.

Ms. Wolber said this adjourns the UASI Board Meeting of June 20, 2012, at 12:45 p.m.

(Minutes recorded and prepared by Cindy Gray)
State of Michigan
FY 2011 Homeland Security Grant Program
Citizen Corps Program Grant Agreement

September 1, 2011 to May 30, 2014

CFDA Number: 97.067
Grant Number: EMW-2011-SS-00103

This Fiscal Year 2011 (FY 2011) Homeland Security Grant Program Citizen Corps Program (HSGP-CCP) 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

COUNTY OF MACOMB
(hereinafter called the Subgrantee)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Region 2 Homeland Security Planning Board through the Subgrantee (which has been voted and approved to act as the Fiduciary Agent for the Board for the FY 2011 HSGP-CCP). The funding under this grant agreement will be allocated to the Subgrantee from the CCP allocation to the State of Michigan. CCP funds are intended to engage and actively involve all citizens in hometown security through personal preparedness, training, exercises, and volunteer service, and to provide a structured opportunity for citizens to augment local emergency response activities.

II. Objectives

The principal objective of this grant agreement is to provide financial assistance to the Subgrantee to support HSGP-CCP allowable activities. Allowable activities must comply with the FY 2011 HSGP Guidance and Application Kit, comply with the FY 2011 HSGP Michigan Supplemental Guidance, align with Michigan’s HSGP investments, and align with investment projects specifically approved by the Subgrantor. Citizen Corps activities must support the following programs:

1. Community Emergency Response Teams (CERT)
2. Medical Reserve Corps (MRC)
3. Neighborhood Watch/USA on Watch
4. Volunteers in Police Service (VIPS)
5. Fire Corps


Subgrantees must take a regional approach when determining the best use of FY 2011 HSGP-CCP funds. Subgrantees must consider the needs of local units of government, tribal governments, and applicable volunteer organizations in developing their HSGP-CCP projects and activities.

III. Statutory Authority


The Subgrantee agrees to comply with all FY 2011 HSGP-CCP program requirements in accordance with the FY 2011 HSGP Guidance and Application Kit: Section I – Application and Review Information and the FY 2011 GPD Preparedness Grant Programs Guidance and Application Kit: Section II – Award Administration Information. The
Subgrantee also agrees to comply with all applicable statutes, regulations, executive orders, OMB circulars, award terms and conditions, Department of Homeland Security (DHS) requirements, and Michigan’s approved FY 2011 investment justification. These include, but are not limited to the following, as applicable:

A. Administrative Requirements
   1. 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&pg=ecfr022413_main_02_13&n=ecfr022413_d1e10
   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), located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&pg=ecfr022415_main_02_15&n=ecfr022415_d1e10

B. Cost Principles
   1. 2 CFR, Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87), located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&pg=ecfr24225_main_02_25&n=ecfr24225_d1e10
   2. 2 CFR, Cost Principles for Educational Institutions (OMB Circular A-21), located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&pg=ecfr24225_main_02_25&n=ecfr24225_d1e10
   3. 2 CFR, Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&pg=ecfr242230_main_02_30&n=ecfr242230_d1e10
   4. 48 CFR, Part 31.2 Federal Acquisition Regulations (FAR), Contract Cost Principles and Procedures, Contracts with Commercial Organizations, located at http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&pg=ecfr31260_main_02_60&n=ecfr31260_d1e10

C. Audit Requirements & Other Assessments
   1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/sites/default/files/omb/circulars/a133/a133.pdf

IV. HSGP-CCP Award Amount and Restrictions

A. The COUNTY OF MACOMB, as the Fiduciary Agent for Region 2, is awarded $93,642.00 under the FY 2011 HSGP-CCP.

B. FY 2011 HSGP-CCP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

C. Exactly $4,682.00 of award funds are allocated to the Subgrantee to be used for the Management and Administration (M&A) of the FY 2011 HSGP-CCP. M&A allowable costs are defined in the FY 2011 HSGP Guidance and Application Kit: Section 1 – Application and Review Information located at http://www.fema.gov/pdfs/government/grant/2011/fy11_hsgp_kit.pdf. The project justification for the use of M&A award funds by the Subgrantee is not subject to review and approval of the Region 2 Homeland Security Planning Board.

D. The following grant award funds are allocated by the Subgrantor, acting as the State Administrative Agency (SAA). The identified local governmental units are entitled to the reimbursement of allowable expenses from the Subgrantee in an amount not to exceed the amount listed herein:
   - County of Macomb: $11,119.00
   - County of Monroe: $4,793.00
   - County of Oakland: $18,501.00
County of St. Clair $7,119.00
County of Washtenaw $6,319.00
County of Wayne $22,188.00
City of Detroit $20,921.00

E. No portion of the funds specifically allocated to local governmental units may be used for M&A expenses.

F. For any activities involving installation 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.

G. Except as otherwise specifically set forth in this grant agreement, the Subgrantor (not the Subgrantee) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent, from projects reviewed and approved by the Region 2 Homeland Security Planning Board and submitted to the Subgrantor by the Subgrantee.

H. The Subgrantee may only fund activities which directly support one of the Federal Emergency Management Agency (FEMA) approved investments included in Michigan’s FY 2011 HSGP Investment Justification. To assist Subgrantees, the Subgrantor has developed the FY 2011 HSGP Michigan Supplemental Guidance to provide additional information on HSGP projects consistent with national priorities, state and regional homeland security strategies, and Michigan's FY 2011 HSGP Investment Justification.

I. In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

J. Volunteer programs and assets, which are authorized to deploy in response and recovery operations, must meet the minimum training and equipment requirements, as determined by the national program office in coordination with the sponsoring state/territory.

V. Responsibilities of the Subgrantee

A. The Subgrantee agrees to act as the designated Fiduciary Agent for the Region 2 Homeland Security Planning Board.

B. The Subgrantee agrees to comply with all applicable federal and state regulations, including, but not limited to the following documents, all of which are incorporated by reference into this grant agreement:
   3. FY 2011 HSGP Michigan Supplemental Guidance
   4. Agreement Articles Applicable to Subgrantees: Fiscal Year 2011 HSGP Grants. This document is enclosed with the grant agreement packet.

C. In addition to this FY 2011 HSGP-CCP grant agreement, the 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. DUNS Number Record Form
6. Other documents that may be required by federal or state officials


E. FY 2011 HSGP-CCP 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.

F. Make all purchases in accordance with federal and state grant guidance and local purchasing policies.

G. The Subgrantee may only fund activities which directly support one of the FEMA-approved investments included in Michigan's FY 2011 HSGP Investment Justification. To assist Subgrantees, the Subgrantor has developed the FY 2011 HSGP Michigan Supplemental Guidance to provide additional information on HSGP projects consistent with national priorities, state and regional homeland security strategies, and Michigan's FY 2011 HSGP Investment Justification.

H. If applicable, within 30 days of the end of the Subgrantee’s fiscal year, the Subgrantee must supply a document to the other local governmental units reporting the dollar amount spent on their behalf, so local governmental units 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.

I. Create and maintain an inventory of all equipment purchases in accordance with 44 CFR Part 13.32(d)(1), located at http://eCFR.fedreg.gov/cgi-bin/text/textidx?c=ecfr&sl=ecfrbrowse&n=44cfr13_main_02.tpl. 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. An Equipment Tracking Form is available to assist the Subgrantee in meeting these requirements. The form can be found online at http://www.michigan.gov/msp/0,1607,7-123-1593_3507_41574-214684--,00.html. The Subgrantee may consider marking equipment in the following manner: "Purchased with funds provided by the U.S. Department of Homeland Security".

J. If the Subgrantee purchases equipment for a local governmental unit with FY 2011 HSGP-CCP funds, the Subgrantee shall make the equipment available for pick-up by that local governmental unit per equipment assignments by the Region 2 Homeland Security Planning Board. This process ngeds to include legal transfer of the equipment to the designated local governmental units. At minimum, the Subgrantee should prepare documents, which when signed, will indicate other designated local governmental units accept full legal and financial responsibility for the pieces of equipment.

K. The Subgrantee agrees to prepare the Reimbursement Cover Sheet (EMD-054) and all required attached documentation, including all required authorized signatures, and submit these to the Subgrantor at a minimum at the end of each quarter (or more frequently, as needed), if expenditures have been paid. 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 and other reimbursement forms can be found on the Michigan State Police Emergency Management and Homeland Security Division (EMHSD) website, located at http://www.michigan.gov/msp/0,1607,7-123-
The Subgrantee will not be reimbursed for funds until all required signed documents and reimbursement documentation are received.

L. The Subgrantee will be required to submit reports to the Subgrantor on the status of all funding. Reporting must follow the format and schedule specified by the Subgrantor.

M. The Subgrantee is required to comply with National Incident Management System (NIMS) requirements to be eligible to receive FY 2011 federal preparedness funds awarded through DHS. NIMS information is available at http://www.fema.gov/emergency/nims. More information on complying with NIMS will be made available through the State NIMS 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 materials pertinent to the FY 2011 HSGP-CCP 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.


P. Environmental and Historic Preservation Compliance: The federal government is required by the National Environmental Policy Act (NEPA) of 1969 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 be eligible for federal funding.


R. DHS Specific Acknowledgments and Assurances: The Subgrantee acknowledges and agrees to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Detailed information on these provisions can be found in the FY 2011 GPD Preparedness Grant Programs Guidance and Application Kit: Section II – Award Administration Information, located at http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_award.pdf; specifically in Part II, Page 16, Section 5.23.

S. Upon request, Subgrantee will supply information to the Subgrantor to address federal reporting requirements for type classification of equipment and training.

T. Upon request, Subgrantee will supply information to the Subgrantor as required to address federal reporting requirements relevant to the Federal Funding Accountability and Transparency Act of 2006 (FFATA) (Public Law 109-282), as amended by Section 5202(a) of the Government Funding Transparency Act of 2008 (Public Law 110-252).
U. Upon request, Subgrantee will supply information to the Subgrantor as required to address federal reporting requirements for fusion centers. Reference pages 8-11 of the FY 2011 HSGP Guidance and Application Kit: Section I – Application and Review Information for additional details.

V. Duplication of Benefits - The Subgrantee will comply with 2 CFR Part §225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87), Basic Guidelines Section C.3 (c), located at http://www.whitehouse.gov/sites/default/files/omb/f/ecreg/2005/083105_a87.pdf. This regulation states: Any cost allocable to a particular Federal award or cost objective under the principles provided for in this Authority 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. Non-governmental entities are also subject to this prohibition per 2 CFR Parts §220 and §230 and 48 CFR Part §31.2.

VI. Responsibilities of Subgrantor

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

A. Administer the FY 2011 HSGP-CCP 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 DHS, conduct random on-site reviews with Subgrantee(s).

VII. Reporting Procedures

The Subgrantee will be required to submit reports to the Subgrantor on the status of all funding. Reporting must follow the format and schedule specified by the Subgrantor.

Funding status reports are mandated by the federal government. Failure by the Subgrantee to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant activities until reports are received and may jeopardize future federal funding.

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 these to the Subgrantor at a minimum at the end of each quarter (or more frequently, as needed), if expenditures have been paid. 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 and other reimbursement forms can be found on the Michigan State Police EMHSD website, located at http://www.michigan.gov/msp16077-12315933507_41574-214684--00.html. The Subgrantee will not be reimbursed for funds until all required signed documents and reimbursement documentation are received.
IX. Employment Matters

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 Subgrantee on this Project appears on the Federal Excluded Parties 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 governnmental immunity for either party.

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 September 1, 2011 to May 30, 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 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 Fiduciary Agent.

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 to the subgrantee, 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 by the subgrantee to adequately manage, monitor or direct the grant funding activities of its 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.

County of Macomb
Name of Subgrantee

Mark Deldin
Printed Name

[Signature]

Deputy County Executive
Title

12-4-12
Date

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

W. Thomas Sands, Captain
Printed Name

[Signature]

Deputy State Director of Emergency Management and Homeland Security
Title

[Signature]

10-20-12
Date

For the Regional Board
The Regional Board Chair's signature appears on this grant agreement as a certification that Region 2 Homeland Security Planning Board has chosen the County of Macomb to serve as the Fiduciary Agent for the FY 2011 HSGP-CCP. This signature does not provide inclusion of the Regional Board Chair or the jurisdiction he or she represents as part of the agreement between the Subgrantor and Subgrantee.

MARC BRECKENRIDGE
Printed Name

[Signature]

Regional Planning Board Chair
Title

11/19/12
Date
June 13, 2013

TO: BOARD OF COMMISSIONERS

FROM: FRED MILLER, CHAIR
FINANCE COMMITTEE

RE: RECOMMENDATIONS FROM FINANCE COMMITTEE MEETING OF JUNE 13, 2013

At a meeting of the Finance Committee, held Thursday, June 13, 2013, the following recommendations were made and are being forwarded to the June 13, 2013 special Full Board meeting for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Vosburg, supported by Sauger, to recommend that the Board of Commissioners approve the FY 2013 budget amendment request from Emergency Management & Communications resulting in a net increase of $4,555,482.00 in Fund 350; Further, this budget action addresses budgetary issues only. It does not constitute the Commission’s approval of any County contract. If a contract requires Commission approval under the County’s Contracting Policy or the County’s Procurement Ordinance, such approval must be sought separately; Further, a copy of this Board of Commissioners’ action is directed to be delivered forthwith to the Office of the County Executive. THE MOTION CARRIED.

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Moceri, supported by Vosburg, to recommend that the Board of Commissioners adopt an ordinance establishing budget requirements, as amended; Further, a copy of this Board of Commissioners’ action is directed to be delivered forthwith to the Office of the County Executive. THE MOTION CARRIED.
3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Vosburg, supported by Moceri, to recommend that the Board of Commissioners adopt an ordinance requiring additional information in quarterly financial reports, as amended; Further, a copy of this Board of Commissioners’ action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR MILLER, SUPPORTED BY VICE-CHAIR MOCERI.
Resolutions Number:

Full Board Meeting Date:

RESOLUTION

Resolution to:

Approve the FY 2013 budget amendment request from Emergency Management & Communications resulting in a net increase of $4,555,482.00 in Fund 350.

*SEE BELOW

Introduced By:

Kathy Vosburg, Chair, Justice & Public Safety Committee

Additional Background Information (If Needed):

*Further, this budget action addresses budgetary issues only. It does not constitute the Commission's approval of any County contract. If a contract requires Commission approval under the County's Contracting Policy or the County's Procurement Ordinance, such approval must be sought separately.

FORWARD TO THE FINANCE COMMITTEE.

*(This language was added by Justice & Public Safety Committee Chair Vosburg)

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RESOLUTION NO. _____________  FULL BOARD MEETING DATE:__________________
AGENDA ITEM:______________________________

MACOMB COUNTY, MICHIGAN

*SEE BELOW
RESOLUTION TO adopt an ordinance establishing budget requirements

INTRODUCED BY:  Fred Miller, Chair, Finance Committee

*At the 6-13 Finance Committee meeting, the following amendments were approved:

Page 1, 6th paragraph, 4th sentence: delete the word “which”

Page 5, D, first sentence: insert after the word transfers, “with a cumulative total” and after the word less, “during the fiscal year”.

The paragraph now reads:

D. The appropriations ordinance will provide that single transfers with a cumulative total of $25,000 or less during the fiscal year may be made between line items without Commission approval. Requests for transfers shall be submitted by the County Executive to the Commission in the form of a budget amendment as required by state law and the Charter. The County Executive, Department head, or Countywide Elected Official shall not expend funds until such transfer is approved by the Commission.

COMMITTEE/MEETING DATE
Finance  6-13-13
Full Board  6-13-13
BOARD OF COMMISSIONERS
MACOMB COUNTY, MICHIGAN

Commissioner ____________, supported by Commissioner ____________, moved adoption of the following preamble and ordinance.

Whereas, Section 8.7 of the Home Rule Charter of the County of Macomb (the “Charter”) requires the Commission to “adopt a balanced line item operating budget and appropriations ordinance in accordance with the requirements of law” before the beginning of each fiscal year; and

Whereas, Section 8.6.1 of the Charter requires the County Executive to transmit to the Commission a proposed comprehensive balanced budget at least 90 days before the beginning of the next fiscal year; and

Whereas, Section 8.6.1 of the Charter requires the Executive’s recommended comprehensive balanced budget to “contain, at a minimum, the budget message, budget document, the proposed appropriations ordinance containing the information required by law, and any information required by the Commission, law, or ordinance;” and

Whereas, Section 14 of the Uniform Budgeting and Accounting Act, 1968 PA 2 (the “UBAA”), as amended MCL 141.434, similarly provides that the “chief administrative officer” (defined in subsection 2b(f) of the UBAA to include an elected county executive) is to transmit a recommended budget to the legislative body (defined in subsection 2d(f) of the UBAA to include a “county board of commissioners of a county”) and is to “furnish to the legislative body information the legislative body requires for proper consideration of the recommended budget;” and

Whereas, Section 16 the UBAA requires the budget adopted by the legislative body of a local unit “be consistent with the uniform chart of accounts prescribed by the state treasurer;” and

Whereas, while the Uniform Chart of Accounts, an April 2002 publication of the Michigan Department of Treasury (“UCA”), sets out mandatory accounts for expenditures and optional accounts for expenditures (UCA p. 4.) in relatively broad categories, the additional budget detail the Commission seeks fits very well within the optional accounts of expenditures expressly allowed by the UCA (see, UCA pages 20-22); and

Whereas, the Commission wishes to assure there is sufficient transparency and institutional accountability for the expenditure of public funds and the Commission considers this to be among its most essential duties; and

Whereas, that a detailed line item budget that is publicly discussed and adopted is one way to ensure and enhance transparency and institutional accountability in the expenditure of the public’s monies; and
Whereas, transparency and institutional accountability are further enhanced when deviations from such line item detail requires additional approvals at public meetings to allow for inquiry and discussion about those deviations in those public meetings; and

Whereas, some “line items” proposed in the past by the Executive have been in amounts of tens of millions of dollars; and

Whereas, the Commission deems it important (and the public deserves) to understand how personnel costs are broken down among various staffing classifications, and showing salaries, fringe benefits, overtime and other cost details in an effort to understand how personnel costs are being managed; and

Whereas, the Commission deems it important that the budget identify larger capital expenditures, rather than having large capital expenditure line items allowing the Executive’s expenditure with little public discourse; and

Whereas, the Commission is therefore exercising its discretion under the UBAA and the Charter to require by this ordinance certain additional information before approving any budget or appropriations ordinance and to require that the budget and appropriations ordinance both include sufficient detail to ensure budget transparency and institutional accountability.

ENROLLED ORDINANCE

NO. 2013-__

AN ORDINANCE ESTABLISHING BUDGET REQUIREMENTS

THE PEOPLE OF THE CHARTER COUNTY OF MACOMB ORDAIN:

Sec. 1. Definitions. The following definitions shall apply to the terms used in this ordinance.

A. Appropriations ordinance means the annual appropriations ordinance the Commission is required to adopt pursuant to the UBAA and the Charter.

B. Budget means the annual plan for financial operation of the County for a fiscal year including estimates of all proposed expenditures from County funds and the proposed means of financing the expenditures.

C. Charter means the Home Rule Charter of Macomb County that took effect on January 1, 2011, as it may from time-to-time be amended.

D. Commission means the County Board of Commissioners created by the Charter.

E. Commissioner means a member of the Commission.

F. County means Macomb County, Michigan.
G. **Countywide elected official** means the holder of an office of County government elected on a countywide basis.

H. **Department** means any department, office, board, commission, or other unit of County government.

I. **Department Head** means the person who, as a Countywide elected official or as a designee of the County Executive, is the head of a Department, or that person’s designee.

J. **Executive** or **County Executive** means the person holding the office of County Executive created by the Charter or that person’s designee(s).

K. **Proposed budget** means the comprehensive balanced budget prepared and recommended by the Executive pursuant to section 8.6.1 of the Charter containing, at a minimum, the budget message, the budget document, the proposed appropriations ordinance containing information required by law, and any information required by the Commission, law, or ordinance.

L. **Uniform Budgeting and Accounting Act** or **UBAA** means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 et seq..

M. **Uniform Chart of Accounts** or **UCA** means the Uniform Chart of Accounts prescribed by the State Treasurer pursuant to the UBAA, currently entitled *Michigan Department of Treasury Uniform Chart of Accounts for Counties and Local Units of Government*, dated April 2002, as it may be amended from time to time.

**Section 2. Requirements for Proposed Budget.**

A. The proposed budget shall be organized and formatted in a manner consistent with and contain the information complying with the minimum requirements of the UCA and, to the extent they do not violate the UBAA, the UCA or the Charter, with the requirements of this ordinance.

B. The proposed budget shall include for each department:

   (1) A department mission statement;

   (2) A department organization chart;

   (3) Department goals; and

   (4) 2013-2014 department initiatives.

C. The proposed budget shall, at a minimum, include in the budgeted expenditures for each department and budgetary center the following line items:
(1) Under Fund Detail by Category “Expenditures” include the following line items under “Personnel”

(a) Wages – Permanent Employees
(b) Wages – Temporary Employees
(c) Wages – Overtime
(d) FICA – Employer’s
(e) Retirement Fund Contribution
(f) Health, life and dental
(g) Unemployment and worker’s compensation

All items other than (b) and (c) indicate fixed costs.

(2) Supplies and Services;
(3) Professional Services;
(4) Advertising, Printing, and Postage;
(5) Conference and Training Expenditures;
(6) Utilities;
(7) Repairs and Maintenance;
(8) Vehicle Operations;
(9) Contract Services;
(10) Internal Services; and
(11) Capital Outlay.

D. In addition to those requirements in the preceding section 2.B, line items expenditures for each County Department, whether managed by the County Executive or a Countywide Elected Official, shall include under “Personnel” the following additional breakdowns:

(1) The number of full-time equivalent employees. Included in the number of full time equivalent employees shall be a schedule listing the numbers of employees holding each of the following position types:

   (a) Department Head;
   (b) Managers;
   (c) Supervisors;
   (d) Professional Staff; and
   (e) Clerical Staff.

(2) Wages for permanent employees.

(3) Wages for temporary or contract employees.
(4) The Department’s percentage of the County’s contribution to the federal payroll tax (FICA).

(5) The Department’s percentage of the County’s Retirement Fund Contribution.

(6) The Department’s percentage of the County’s payments for health, life, and dental insurance.

(7) The Department’s share of the County’s payments for unemployment and workers disability compensation coverages.

C. Capital improvement expenditures for projects in totaling more than $250,000 shall be broken down and described by further line item so that, to the extent possible, line items do not exceed $250,000. Any capital improvement line item in excess of $250,000 may be excluded in the appropriations ordinance and budget adopted by the Commission, requiring a supplemental appropriations ordinance and budget amendment to authorize the expenditure after further explanation and breakdown.

D. The appropriations ordinance will provide that single transfers with a cumulative total of $25,000 or less during the fiscal year may be made between line items without Commission approval. Requests for transfers shall be submitted by the County Executive to the Commission in the form of a budget amendment as required by state law and the Charter. The County Executive, Department head, or Countywide Elected Official shall not expend funds until such transfer is approved by the Commission.

E. Funds from state, federal, or private grants to the County or any Department shall be itemized by the amount(s) in the grant agreement and shall include any restrictions on their use(s). Any changes in grant amounts or grant conditions shall require a budget amendment and the Commission’s approval of grant contract changes.

F. The proposed appropriations ordinance for the Department of Roads shall include a line item for Road Construction and Maintenance which shall be further detailed by individual project in a schedule attached as an appendix to the proposed appropriations ordinance to be adopted as part of the appropriations ordinance.

G. The proposed appropriations ordinance shall identify the Departments that will engage in performance based budgeting for the 2015 fiscal year.

Section 3. Effective Date. This ordinance shall take effect immediately upon its publication.

Date: ______________________, 2013

______________________________
David Flynn, Commission Chair

______________________________
Carmella Sabaugh, County Clerk
RESOLUTION NO. _____________  FULL BOARD MEETING DATE:__________________
AGENDA ITEM: ____________________________

MACOMB COUNTY, MICHIGAN

*SEE BELOW
RESOLUTION TO ___adopt an ordinance requiring additional information in quarterly financial reports___

INTRODUCED BY: __Fred Miller, Chair, Finance Committee____________________________

*At the 6-13 Finance Committee meeting, the following amendment was approved:

Page 2, Add the following to Sec. 1, Definitions:

H. Written description of the change(s) from adopted budget to amended budget for each line item.

COMMITTEE/MEETING DATE
Finance  6-13-13
Full Board  6-13-13
BOARD OF COMMISSIONERS
MACOMB COUNTY, MICHIGAN

Commissioner ____________, supported by Commissioner ____________, moved adoption of the following preamble and ordinance.

Whereas, subsection 17(1) of the Uniform Budgeting and Accounting Act, 1968 PA 2 (the “UBAA”), as amended MCL 141.437(1), allows the legislative body of a county (defined in subsection 2d(f) of the UBAA to include a “county board of commissioners of a county”) to require its “chief administrative officer” (defined in subsection 2b(f) of the UBAA to include an elected county executive) to provide it with periodic reports on the County’s financial condition; and

Whereas, Section 3.7 of the Home Rule Charter of the County of Macomb (the “Charter”) requires the County Executive to file a report with the Commission on the financial condition of the County at least quarterly which is to include:

(1) A comparison of actual revenues to budgeted revenues for the current fiscal year;
(2) A comparison of actual expenditures to budgeted expenditures for the current fiscal year; and
(3) Any revisions to the original revenue estimates and/or expenditure estimates; and
(4) Additional information required by ordinance or law; and

ENROLLED ORDINANCE
NO. 2013-___

AN ORDINANCE REQUIRING ADDITIONAL INFORMATION IN QUARTERLY FINANCIAL REPORTS

THE PEOPLE OF THE CHARTER COUNTY OF MACOMB ORDAIN:

Sec. 1. Definitions. The following definitions shall apply to the terms used in this ordinance.

A. Commission means the County Board of Commissioners created by the Charter.
B. Commissioner means a member of the Commission.
C. County means Macomb County, Michigan.
D. Executive or County Executive means the person holding the office of County Executive created by the Charter or that person’s designee(s).
Section 2. Additional Requirement. In addition to the form and substance of the information already provided in the quarterly reports on the financial condition of the County (an example of which is the report provided to the Commission for the first quarter of 2013, ending March 31, 2013), there shall be included the following information:

A. A column providing the same year-to-date figures for the previous fiscal year.

B. A summary page showing a comparison of income and expenditures from the previous fiscal year quarter and year-to-date amounts.

C. Any changes in the number of full time employees.

D. A list of current vacant full time positions.

E. A list of line-item transfers between budget line items.

F. A checkbook or similar register in searchable format showing income and expenditures.

G. A list of funds from state, federal, or private grants to the County or any Department. The list shall be itemized by the amount(s) in the grant agreement and shall include any restrictions on their use(s).

H. Written description of the change(s) from adopted budget to amended budget for each line item.

Section 3. Reporting Requirements. Quarterly reports shall be in a form generally consistent with the form used for the proposed annual appropriations ordinance and shall be submitted to the Commission no later than 45 days after the close of each quarter.

Section 4. Effective Date. This ordinance shall take effect immediately upon its publication.

Date: _________________, 2013

______________________________________________________________
David Flynn, Commission Chair

______________________________________________________________
Carmella Sabaugh, County Clerk

Adopted: _________________, 2013
Delivered to Executive: _________________, 2013
Notice Published: _________________, 2013
RESOLUTION NO. _____________      FULL BOARD MEETING DATE:__________________

AGENDA ITEM:______________________________

MACOMB COUNTY, MICHIGAN

RESOLUTION TO adopt a Resolution Amending the Motion to “Approve the Attached List of Boards and Commissions Requiring Governance Appointments and/or Approvals

INTRODUCED BY: ___ Kathy Tocco, Chair, Government Operations Committee ____________________________

COMMITTEE/MEETING DATE
   Government Operations  6-10-13
   Full Board 6-13-13
Commissioner ____________, supported by Commissioner ____________, moved adoption of the following resolution.

Resolution No. 13-___

A Resolution Amending Motion To “Approve The Attached List Of Boards And Commissions Requiring Governance Appointments And/Or Approvals”

Whereas, at the August 25, 2011, full Board of Commissioners meeting a motion was made and adopted to “Approve The Attached List Of Boards and Commissions Requiring Governance Appointments and/or Approvals;” and

Whereas, the Social Welfare Act, Public Act No. 280 of 1939, MCL 400.46(1), requires the Board of Commissioners to appoint 2 members of the three members of the Macomb County Social Services Board; and

Whereas, the list approved by the aforementioned motion indicates those appointments are to be made by the Executive with the consent of the Board of Commissioners; and

Whereas, the Home Rule Charter of the County of Macomb defers to applicable state law with respect to appointments; and

Whereas, the Commission wishes to ensure any appointments to be made by the County fully and unambiguously comply with applicable law.

Now therefore it is resolved that:

1. The aforementioned motion to “Approve The Attached List Of Boards And Commissions Requiring Governance Appointments And/Or Approvals” adopted at the August 25, 2011, of the Board of Commissioners is amended to provide that appointments of 2 of the three members of the Macomb County Social Services Board shall be made by the Board of Commissioners with the third appointment to be made by the state as provided by state law.

2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution hereby rescinded.

David Flynn, Chair
Macomb County Board of Commissioners

Carmella Sabaugh
Macomb County Clerk

Adopted: ______________________, 2013

Delivered to Executive: ________________, 2013
RESOLUTION TO adopt a resolution in support of the collective bargaining process

INTRODUCED BY: Fred Miller, Chair, Finance Committee
MACOMB COUNTY BOARD OF COMMISSIONERS RESOLUTION
IN SUPPORT OF THE COLLECTIVE BARGAINING PROCESS

WHEREAS, the employees of Macomb County, both unionized and at-will, are among this organization’s most valued assets and central to the efficient delivery of quality services, balancing the County budget, and all core functions of county government, and

WHEREAS, the Board of Commissioners is grateful for all the county employees have done to sacrifice and soldier through the recent series of difficult economic and budgetary circumstances, and

WHEREAS, more than just negotiations between the employer and unions, collective bargaining is a way of ensuring civil rights in the workplace and establishing guidelines for management by rules rather than by arbitrary decision making, and

WHEREAS, collective bargaining can increase the morale and productivity through a sense of job security among employees which can also reduce job turnover and associated costs and helps in the efficient management of employees by resolving issues at the bargaining level rather than taking up complaints of individual workers, and

WHEREAS, the Board of Commissioners acknowledges that the collective bargaining process involves hard work on the part of both labor and management and can sometimes be frustrating and time-consuming, and

WHEREAS, the Board of Commissioners believes that the hard work of negotiation forges greater trust between employer and employee through the shared experience and increased understanding that result and also believes that the collective bargaining opens up the channels of communication between employees and management which is an essential element of a productive workplace, and

WHEREAS, unilateral actions by the employer undermine that trust, and

WHEREAS, the Board of Commissioners was concerned to hear of a breakdown in negotiations between the County and at least two of the County’s bargaining units.

NOW THEREFORE IT BE RESOLVED, that the Board of Commissioners believes that the collective bargaining process should be adhered to in negotiations with county employee bargaining units and does not support the unilateral imposition of contract terms on county employees, and

NOW THEREFORE IT BE ALSO RESOLVED, that the Board of Commissioners urges the Office of County Executive to assert its authority over the County’s Department of Human Resources and Labor Relations to continue negotiations with county bargaining units instead of unilaterally imposing contract terms.