

FORM SUBMITTAL CHECKLIST

FY 2003 STATE HOMELAND SECURITY GRANT PROGRAM - PART II

The following documents must be submitted:

- ☐ 1. *Grant Agreement (with Exercise Cost List)*
 - *submit one signed copy – retain one signed copy*
- ☐ 2. *Assurances (OJP Form 4000/3)*
- ☐ 3. *Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirement (OJP Form 4061/6) and Disclosure of Lobbying Form*
- ☐ 4. *W-9 Taxpayer Identification Number*
- ☐ 5. *List of participating school buildings form*

Upon completion and return of the above listed forms, the templates will be forwarded to you for completion of the required elements.

If you choose not to participate in this grant opportunity, complete the enclosed **Notification of Waiver** and return to the address listed below. Completing the Notification of Waiver will not preclude you from participating in future Homeland Security grant opportunities.

Make copies of forms as necessary.

Submit completed forms to:

Colleen Mohr
Michigan State Police
Emergency Management Division
Homeland Security Section
4000 Collins Road, POB 30636
Lansing, MI 48909-8136
TX 517/336-6464
mohrc@michigan.gov

State of Michigan

2003 State Homeland Security Grant Program

Exercise Grant Agreement

May 1, 2003 through December 31, 2004

This State Homeland Security Grant Program (SHSGP) Grant Agreement is hereby entered into between the Michigan Department of State Police, Emergency Management Division (hereinafter called the Sub-grantor), and

Please Print Name of School District/Public School Academy
(hereinafter called the Sub-grantee)

I. Purpose

The purpose of this Grant Agreement is to provide federal pass-through funds to the Sub-grantee for completing prescribed grant elements and for conducting an exercise that will enhance the capabilities of school buildings within the Sub-grantee's district, to respond to an incident of terrorism or an incident involving chemical, biological, radiological, nuclear and explosive (CBRNE) weapons of mass destruction. Completion of listed program elements will be to support the end activity – a CBRNE response exercise. For purposes of this grant, school building is defined as “a facility used for the instruction or housing of students for the purpose of administration of educational or research programs.”

II. Objectives

The principal objectives of this Grant Agreement are to provide financial assistance for allowable exercise-related costs, including:

- A. Planning, conducting, and evaluating an exercise with the emphasis on CBRNE weapons of mass destruction, by using a statewide orientation workshop, inter-district planning workshops, tabletop exercises, and/or full scale training response, including local emergency responders.
- B. Funds from the exercise allocation may be used to plan for, design, develop, conduct, and evaluate exercises that train school staff and administrators, in cooperation with local emergency responders (police, fire, local emergency management) to respond to a CBRNE incident and/or minimize the impact of such an incident. The following are allowable exercise-related costs and include:
 - i. Expenses related to convening an exercise planning workshop
 - ii. Hiring of contract staff to support exercise activities (see attached Exercise Cost List)
 - iii. Overtime (see attached Exercise Cost List)
 - iv. Travel (see attached Exercise Cost List)
 - v. Supplies (see attached Exercise Cost List)
 - vi. Costs related to the reporting of scheduled exercises and the tracking and reporting of after-action reports
 - vii. Other costs related to the planning and conducting of exercise activities

III. Statutory Authority

Funding for the 2003 SHSGP is authorized by 1) Public Law 108-11, the Wartime Supplemental Appropriations Act of 2003; 2) Public Law 107-56, the USA Patriot Act of 2001; and 3) Public Law 107-296, the Homeland Security Act of 2002. The Sub-grantee agrees to comply with all program requirements in accordance with the SHSGP, Office of Management and Budget Circulars A-87, A-102, and A-133 as revised, the Michigan State Administrative Plan, and applicable federal and state laws and regulations.

IV. State Homeland Security Grant Program Award Amount and Restrictions

The exercise award for the Sub-grantee is up to \$2,200 per school building, based on completion of required elements. The formula for the award is \$2,200 x number of qualifying school buildings per district = district reimbursement.

This Grant Agreement designates SHSGP funds for reimbursement of authorized items listed on the 2003 SHSGP Authorized Exercise Cost List. Grant Agreement funds shall not be used for other purposes. The funds awarded in the Grant Agreement shall only be used to cover allowable costs that are incurred during the Grant Agreement period. **The funds must supplement, not supplant, state or local funds.** 2003 SHSGP Authorized Exercise Cost List is incorporated by reference into this Grant Agreement (see Part II).

V. Responsibilities of the Sub-grantee

The Sub-grantee agrees to comply with all applicable federal and state regulations that pertain to this agreement, including the following:

- A. In addition to this SHSGP Exercise Grant Agreement, Sub-grantee (school district) shall complete, sign, and submit to Sub-grantor the following documents, which are incorporated by reference into this Grant Agreement:
 - i. Assurances (OJP Form 4000/3)
 - ii. Certifications Regarding Lobbying; Disclosure of Lobbying Activities; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirement (OJP Form 4061/6)
 - iii. Audit Certification Form
 - iv. Request for Taxpayer Identification Number and Certification, Form W-9
 - v. Other documents that may be required by federal or state officials
- B. Comply with requirements to submit an Equal Employment Opportunity Plan (EEOP) if applicable, to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street N.W., Room 5107, Washington, DC 20531, within 60 days of the date of this award. Failure to submit an acceptable EEOP (if Sub-grantee is required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office of Civil Rights is a violation of the Sub-grantee's Certified Assurances and may result in funds from the award being frozen, until such time as the Sub-grantee is in compliance.
- C. Obtain prior written approval from the Sub-grantor before using grant funds to purchase items not on the 2003 SHSGP Authorized Exercise Cost List.
- D. Each Sub-grantee will be required to complete and submit a Post Exercise Evaluation/Needs Assessment, in conjunction with the tabletop exercise or full scale training exercise, for final reimbursement.
- E. Complete all elements and conduct all exercises by December 31, 2004.
- F. Submit the Request for Reimbursement forms and all required documentation to the Sub-grantor for reimbursement of eligible expenses on a quarterly basis for expenses related to all grant elements completed during that quarter as follows:
 - i. First Quarter: January 1 – March 31, 2004 (Reports due April 15)
 - ii. Second Quarter: April 1 – June 30, 2004 (Reports due July 15)
 - iii. Third Quarter: July 1 – September 30, 2004 (Reports due October 15)
 - iv. Fourth Quarter: October 1 – December 31, 2004 (Reports due January 15, 2005)

The final submission date for all requested reimbursements is January 15, 2005.

- G. Each Subgrantee is required to complete the following elements for reimbursal:
 - i. Risk Analysis
 - ii. Update School Safety Response Plan to include CBRNE elements
 - iii. CBRNE training exercise (tabletop or planned, full-scale response)

Each of these completed elements, prior to submittal, shall be documented, reviewed, and co-signed by **all** of the following:

1. fire chief or command level designee, **and**
2. police chief or sheriff or MSP post commander or their command level designee **and**
3. local emergency manager or designee

Upon completion of the entire training exercise, copies of response plans shall be submitted to each participating entity as follows:

1. local emergency manager or designee, **and**
2. fire chief or command level designee, **and**
4. police chief or sheriff or MSP post commander or their command level designee

- H. Comply with applicable financial and administrative requirements set forth in the current edition of "U.S. Department of Justice Financial Guide," including the following provisions:
- i. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - ii. Retain all financial records, supporting documents, statistical records, and all other records pertinent to the SHSGP for at least three years after the final grant report, for purposes of federal and/or state examination and audit.
 - iii. Perform the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular, A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as further described in OJP's "Financial Guide," Chapter 19. Random audits shall be performed to ensure compliance with applicable provisions.
 - iv. Sub-grantor and Sub-grantee FY03 SHSGP information is subject to requests made pursuant to the federal and state Freedom of Information Act (FOIA), §5. USC 552 & MCLA 15.243, Section 13(1)(u)&(y). It is recognized that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important 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, the Department of State Police, Freedom of Information Officer, will determine which information is to be released on a case by case basis.

All applicants should be aware that any information created exclusively for the purpose of applying for and monitoring grants hereunder is the property of the U.S. Government, and shall not otherwise be disclosed or released pursuant to state or local law or regulation.

VI. Responsibilities of Sub-grantor

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

- A. Administer the SHSGP in accordance with all applicable federal and state regulations and guidelines.
- B. Provide direction and technical assistance to the Sub-grantee.
- C. Provide any special report forms and reporting formats (templates) required by the Sub-grantor for operation of the program.
- D. Reimburse the Sub-grantee in accordance with this Grant Agreement based on appropriate documentation submitted by the Sub-grantee.
- E. Independently or in conjunction with the Office of Domestic Preparedness (ODP), conduct random on-site reviews with Sub-grantee(s).
- F. Sub-grantor and Sub-grantee FY03 SHSGP information is subject to requests made pursuant to the federal and state Freedom of Information Act (FOIA), §5. USC 552 & MCLA 15.243, Section 13(1)(u)&(y). It is recognized that much of the information submitted in the course of applying for funding under this program, or provided in the course of its grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. This may

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All applicants should be aware that any information created exclusively for the purpose of applying for and monitoring grants hereunder is the property of the U.S. Government, and shall not otherwise be disclosed or released pursuant to state or local law or regulation.

VII. Payment and Reporting Procedures

The Sub-grantee agrees to prepare the Request for Reimbursement Forms and submit them on a quarterly basis to the Sub-grantor with supporting documentation containing all required authorized signatures. The documentation requirements can be met by submitting approved invoices (along with a copy of the corresponding check that paid the invoice), sales receipts, travel expense vouchers, and payroll registers. Purchase orders will not be accepted for reimbursements.

VIII. Employment Matters

Sub-grantee shall comply with 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 200, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Grant Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Sub-grantee 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.

Sub-grantee shall ensure that no subcontractor, manufacturer, or supplier of Sub-grantee on this Project appears in the register compiled by the Michigan Department of Consumer and Industry Services, Commercial Enforcement Unit, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (State Contractors with Certain Employers Prohibited Act).

IX. Limitation of Liability

Sub-grantor and Sub-grantee to this Grant Agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

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

X. Third Parties

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

XI. Grant Agreement Period

This Grant Agreement is in full force and effect from May 1, 2003 through December 31, 2004. 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 Sub-grantee agrees to return to the Sub-grantor any funds not authorized for use, and Sub-grantee shall have no further obligation to make payments.

XII. Entire Grant Agreement

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Sub-grantor and Sub-grantee, whether expressed, implied, or oral. This Grant Agreement constitutes the entire agreement between the parties and may not be amended except by written

instrument executed by both parties prior to the termination date set forth in Paragraph XI 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. Sub-grantee agrees to inform Sub-grantor in writing immediately of any proposed changes of dates, budget, or services indicated in this Grant Agreement, as well of changes of address or personnel affecting this Grant Agreement. Changes in dates, budget, or services are subject to prior written approval of Sub-grantor. If any provision of this Grant Agreement shall be deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

XIII. Business Integrity Clause

The Agency may immediately cancel the grant without further liability to the Agency or its employees if the grantee, an officer of the grantee, or an owner of a 25% or greater share of the grantee 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 Agency, reflects on the grantee's business integrity.

XIV. Official Certification

The individual or officer signing this Grant Agreement certifies by his or her signature that he or she is authorized to sign this Grant Agreement on behalf of the school district he or she represents.

_____	_____
Printed Name	Title

Name of School District/Public School Academy

_____	_____
Signature	Date

For the Sub-grantor (Michigan State Police – Emergency Management Division)

_____	_____
Printed Name	Title

_____	_____
Signature	Date



Exercise Cost List

State Homeland Security Grant Program Part II

Funds from the First Responder Preparedness allocation may be used to **plan for, design, develop, conduct and evaluate exercises** that train emergency responders and assess the readiness of jurisdictions to prevent and respond to a terrorist attack. Exercises must be threat and performance-based, in accordance with the Office of Domestic Preparedness (ODP), Homeland Security Exercise and Evaluation (HSEEP) manuals. These manuals will provide explicit direction on the design, conduct and evaluation of terrorism exercises. Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with HSEEP.

Allowable costs fall into five distinct categories: 1) exercise planning workshop; 2) hiring of full or part-time staff or contractors/ consultants to support exercise activities; 3) overtime for first response/exercise management personnel involved in the planning and conduct of exercises; 4) travel associated with exercise planning and conduct; 5) supplies consumed during the course of exercise planning and conduct; and, 6) other costs related to the planning and conduct of exercise activities. **This grant will not pay for equipment or training.**

This is not an all-inclusive list. These items have been authorized for reimbursement purposes under the FY03 SHSGP. **Please note: Any item not on this list must be pre-authorized by MSP-EMD.**

1. **Exercise Planning Workshop** – grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meetings costs, facilitation costs, materials and supplies, travel and exercise plan development.
2. **Full or Part-Time Staff or Contractors/Consultants** - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured by the state in the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.
 - a. New hires full or part-time staff to support CBRNE/WMD exercise related activities.
 - b. Hired contractors/consultants for completed work. (Ex.-Must be within grant dates and all exercise activities must be completed for this area prior to submission for reimbursement.)
3. **Overtime** – Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established workweek (usually 40 hours). Further, overtime payments are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation.
 - a. Documented overtime for current government employees is eligible. Regular time for current government employees is not eligible for reimbursement.

4. **Travel** - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status on official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with either the Federal or an organizationally approved travel policy.
 - a. Costs for mileage, per diem, hotel, etc. for employees on travel status related to the planning and conduct of the exercise.
5. **Supplies** - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).
 - a. Copy paper
 - b. Notebooks, binders or folders
 - c. Moulage equipment
 - d. Fake smoke
 - e. Maps (streets and roads, sewer and water, electrical lines and grids, gas lines, contour, rail yards, plants and facilities, weather, GIS, flood, etc.)
 - f. Charts (damage assessment, facilities and resources, organizational, MSEL, etc.)
 - g. Status (EVENT) or Resources Boards (fire, law enforcement, public works, EMS, etc.)
 - h. Equipment rentals (copy machines, cell-phones, video or still cameras, fax machines, simulation devices, LCD's and/or laptops, white boards, easels, TV monitors, VHS machines, microphones, etc.)
 - i. Rolls of acetate
 - j. VHS tapes, CD ROMS, 3-1/2" diskettes for recording exercise information
 - k. Overhead slide film
 - l. Pens, pencils, markers, etc.
6. **Other Items** - These costs include the rental of space/locations for initial planning and orientation meetings, and conducting full scale exercises.
 - a. Rental of space or locations
 - b. Exercise signs (table, hanging, portable, etc.)
 - c. Identification badges
 - d. Vests, armbands, and/or hats
 - e. T-shirts
 - f. Gloves, non-sterile masks, bandages, etc.
 - g. Food and non-alcohol beverages (refreshments) provided/consumed during grant exercise(s)

Updated: 9-22-03 (cm)

List of Participating School Buildings Form

(duplicate as necessary)

Page ____ of ____

District/Public School Academy Name:	
Superintendent/Administrator Name:	
Mailing Address:	
TX:	Fax:
Email:	
Building Name:	
Address:	
City/Zip	Bldg Code No.
Building Name:	
Building Address:	
City/Zip	Bldg Code No.
Building Name:	
Building Address:	
City/Zip	Bldg Code No.
Building Name:	
Building Address:	
City/Zip	Bldg Code No.
Building Name:	
Building Address:	
City/Zip	Bldg Code No.
Building Name:	
Building Address:	
City/Zip	Bldg Code No.

Superintendents/Administrators Please Note: *For eligibility, please include only those instructional buildings that you are responsible for – not individual programs. Do not include buildings under the authority of another superintendent.*

Return form to: Colleen Mohr, Michigan State Police, Emergency Management Division, Homeland Security Section, 4000 Collins Road, POB 30636, Lansing, MI 48909-8136 TX: 517/336-6464
mohrc@michigan.gov

FY 03 State Homeland Security Grant Program Part II Notification of Waiver

Date: _____

School District/PSA Name: _____

County: _____

We have been made aware of our eligibility and the opportunity to participate in the FY 2003 State Homeland Security Grant Program Part II. After consideration, we hereby waive our opportunity to apply for the FY 2003 State Homeland Security Grant Program Part II monies allocated to our jurisdiction.

Completing this Notification of Waiver will not preclude you from participating in future Homeland Security grant opportunities.

**Signature of School District Superintendent
Public School Academy Administrator**

Print name

Please return this form to the address shown below.

**Michigan State Police
Emergency Management Division
Homeland Security Section
Attn: Colleen Mohr
4000 Collins Road
PO Box 30636
Lansing, Michigan 48909
Fax (517) 336-6482**