



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

PUBLIC SAFETY AND CORRECTIONS COMMITTEE

TUESDAY, MARCH 16, 2010

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Adoption of Agenda
4. Approval of Minutes Dated February 9, 2010 (previously distributed)
5. Public Participation
6. Approve Disbursement of Wireless E-911 Funds/Sheriff's Office (mailed)
7. Amendment to Agreement Between the County of Macomb and Patriot Services Corp./
Emergency Management and Communications Department (mailed)
8. Receive and File Report from Emergency Management and Communications Regarding
Re-Application and Continuance of 2009-2010 Hazardous Materials Emergency Planning
Grant (mailed)
9. New Business
10. Public Participation
11. Adjournment

MEMBERS: DiMaria-Chair, Boyle-Vice Chair, Sauger, Rocca, Doherty, Crouchman, Tocco, Carabelli, Sprys and Gielegem (ex-officio)

MACOMB COUNTY BOARD OF COMMISSIONERS

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Carey Torrice - District 16

Paul Gielegem
District 19
Chairman

Ed Bruley - District 17
Dana Camphous-Peterson - District 18
Irene M. Kepler - District 21
Frank Aceavitti Jr. - District 22

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant At-Arms
William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve the disbursement of Wireless E-911 funds pursuant to Macomb County's amended 911 Plan per Schedule A (attached) utilizing population figures supplied by SEMCOG. Forward to the Budget Committee.

INTRODUCED BY: Commissioner Phillip A. DiMaria, Chairman, Public Safety & Corrections Committee

COMMITTEE/MEETING DATE
PSC Committee/March 16, 2010



MARK A. HACKEL

OFFICE OF THE SHERIFF

RECEIVED
MAR 3 2010

Kent B. Lagerquist
UNDERSHERIFF

BOARD OF COMMISSIONERS

TO: Commissioner Phillip A. DiMaria
Chairman, Public Safety and Corrections Committee

DATE: March 3, 2010

RE: PSC Committee – March 16, 2010

Please consider this the Sheriff's Office formal request to be placed on the Agenda for the March 16th, 2010, Public Safety and Corrections Committee Meeting. Enclosed, please find the supporting information for the Wireless E-911 funding disbursement. These funds are being distributed using population figures supplied by SEMCOG – pursuant to Macomb County's Amended 911 Plan. The wireless funds are used to offset costs associated to upgrade PSAP's in order to accept wireless 911 calls. The Wireless 911 Oversight Committee met on February 24, 2010, and recommends that the County Board of Commissioners reimburse the participating departments as per Schedule "A" (**attached**) provided by the Macomb County Finance Department.

Should you have any questions please contact my office at your earliest convenience.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Captain Anthony Wickersham".

Anthony Wickersham, Captain
Chief of Staff

**DISTRIBUTION OF 2009 WIRELESS FUNDS
BASED ON JULY, 2009 SEMCOG POPULATION ESTIMATES**

<u>DEPARTMENT PSAP</u>	SEMCOG POPULATION ESTIMATE		DISTRIBUTION AMOUNT
	POPULATION	PERCENT	
CENTERLINE	8,320	0.9982%	\$11,726.98
CHESTERFIELD TWSP (INC NEW BALTIMORE)	57,086	6.8490%	\$80,462.28
CLINTON TOWNSHIP	94,889	11.3845%	\$133,745.32
EASTPOINTE	33,217	3.9853%	\$46,819.11
FRASER	14,902	1.7879%	\$21,004.25
MACOMB COUNTY SHERIFF DEPARTMENT *	173,007	20.7569%	\$243,852.04
RICHMOND	5,923	0.7106%	\$8,348.42
ROMEO	3,630	0.4355%	\$5,116.46
ROSEVILLE	45,927	5.5102%	\$64,733.75
SHELBY TOWNSHIP	72,396	8.6859%	\$102,041.61
STERLING HEIGHTS	125,602	15.0694%	\$177,035.06
ST. CLAIR SHORES (INC LAKE TWSP)	59,664	7.1583%	\$84,095.95
UTICA	4,528	0.5433%	\$6,382.18
WARREN	134,402	16.1252%	\$189,438.59
TOTAL DISTRIBUTION	833,493	100.0000%	\$1,174,802.00
<u>MACOMB COUNTY SHERIFF DEPARTMENT *</u>			
MCSD - ARMADA	1,648	0.1977%	\$2,322.84
MCSD - ARMADA TOWNSHIP	3,801	0.4560%	\$5,357.48
MCSD - BRUCE TOWNSHIP	7,210	0.8650%	\$10,162.44
MCSD - HARRISON TOWNSHIP	25,369	3.0437%	\$35,757.41
MCSD - LENOX TOWNSHIP	6,004	0.7203%	\$8,462.59
MCSD - MACOMB TOWNSHIP	75,293	9.0334%	\$106,124.91
MCSD - MEMPHIS	798	0.0957%	\$1,124.77
MCSD - MT. CLEMENS	16,918	2.0298%	\$23,845.79
MCSD - NEW HAVEN	5,459	0.6550%	\$7,694.42
MCSD - RAY TOWNSHIP	3,891	0.4668%	\$5,484.33
MCSD - RICHMOND TOWNSHIP	4,011	0.4812%	\$5,653.47
MCSD - WASHINGTON TOWNSHIP	22,605	2.7121%	\$31,861.57
TOTAL-MCSD	173,007	20.7569%	\$243,852.04

RECYCLABLE PAPER



RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Authorize the Board Chairman to sign and enter into an Amendment to the Agreement Between the County of Macomb and Patriot Services Corporation.

INTRODUCED BY: Commissioner Phillip DiMaria, Chairman, Public Safety & Corrections Committee

See attached report.

COMMITTEE/MEETING DATE

PSC 3-16-10



EMERGENCY MANAGEMENT & COMMUNICATIONS


21930 Dunham Road
Mount Clemens, Michigan 48043
Emergency Management: 586-469-5270 FAX 586-469-6439
Technical Services: 586-469-5370 FAX 586-783-0957

Victoria Wolber
Emergency Mgt.
Coordinator

March 8, 2010

Keith Bradshaw
Service Manager,
Technical Services

TO: Commissioner Phillip DiMaria, Chairman
Public Safety & Corrections Committee

FR: Vicki Wolber, Emergency Management Coordinator 

RE: Amended Contract with Patriot Services for Continued Planning

As you may be aware of, in September of 2008 the county entered into a contract with Patriot Services Corporation for the development of a Macomb County Continuity of Operations Plan (COOP) and for the review and synchronization of the County's Emergency Action Guidelines and the Public Health All-Hazards Plan. We are nearing the completion of this contract. This initial contract was bid out through Oakland County who served as the fiduciary of the grant funding at that time.

Based on our amiable working relationship with this company and the success of the above mentioned plans, I would like to amend/extend our current contract with Patriot Services for other planning related activities. These activities include the development of a Training & Exercise Strategy for the county, National Incident Management System program compliance assistance, resource and inventory tracking, and an employee volunteer recruitment program. The contractor has agreed to the same hourly rate of \$85.50 that was included in our previous contract with them.

Funding is being provided under the Homeland Security Grant Program, Urban Area Security Initiative that our department participates in. All program activities will be approved by me and in compliance with the grant guidance. Macomb County Corporation Counsel provided the amended contract.

Therefore, with your concurrence please place this item for consideration on the March 16, 2010 Public Safety & Corrections Committee meeting agenda. A *Contract Review* has been completed and is attached. Please feel free to contact me at 469-6390 if you have any questions. Thank you.

/vw

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William A. Crouchman - District 23
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Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

TO: Paul Gielegem, Board Chairman
Board of Commissioners

FROM: Victoria Wolber, Emergency Management Coordinator
Emergency Management & Communications

SUBJECT: Contract/Program Review Request

RECEIVED
FEB 23 2010

Risk Management & Safety

BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE:
PSC – March 16, 2010 and Full Board- March 25, 2010

Title: Amendment to the Agreement between the County and Patriot Services Corp.

Department: Emergency Management Contact Person: Victoria Wolber

Date Submitted: February 17, 2010 Phone No.: 469-6390

Status: Check appropriate box

Initial Revision Extension Final
Other (Please Explain Below)

Other _____

OFFICE OF CORPORATION COUNSEL

Approved *J. K. Smith* Date 2/22/10

Rejected _____ Date _____

OFFICE OF RISK MANAGEMENT

Approved *J. P. Larson* Date 2/22/10

Rejected _____ Date _____

FINANCE DEPARTMENT

Approved *J. M. [Signature]* Date 2/23/10

Rejected _____ Date _____

Contract/Program Synopsis
*When Rejected Attach Explanation

RECEIVED
FEB 23 2010
COUNTY OF
FINANCE

RECEIVED
FEB 17 2010
CORPORATION COUNSEL

**AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF MACOMB
AND
PATRIOT SERVICES CORPORATION**

The County of Macomb, ("County"), and Patriot Service Corporation ("Contractor") enter into this amendment of the contract dated _____ between the County and Contractor on _____ 2010. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

The County of Macomb and the Contractor agree as follows:

1. **Purpose:** The purpose of this contract is to continue planning activities developed by Contractor using available homeland security grant funds. Contractor will develop and implement program content that will improve the Macomb County Emergency Management & Communication's ability to prepare for, respond to and recover from any hazard when deployed.
2. **Scope of Services.** The Contractor will provide services under the supervision of the Emergency Management Coordinator of the Macomb County Emergency Management Department.

General Summary of Contractor Projects

Provide Planning & Consultant Services in the following areas:

- National Incident Management System (NIMS) Program Compliance
- Equipment/Resource Inventory and Tracking
- County Resource Book Review and Revision
- Creation of County Training & Exercise Plan & Strategy
- Revise and Expand Employee Volunteer Recruitment Program
- Other planning areas as deemed appropriate by the Emergency Management Coordinator

A. The Contractor will:

- Utilize local and regional Homeland Security Assessment and Strategy results and the Statewide Homeland Security Strategy to substantiate recommendations for solution area initiatives.
- Attend and participate in public meetings and presentations to explain homeland security proposals.
- Maintain records and prepare reports and correspondence related to local and regional homeland security efforts
- Conduct solution area planning, analysis and evaluation of homeland security projects in such areas as planning, equipment, training, exercising, and organization.
- Analyze and evaluate data, prepare reports, and makes specific recommendations concerning the development of solution area proposals.

- Assists with the development of planning, evaluation, and analysis procedures for solution area recommendations pertaining to the utilization of local and regional resources and related issues

3. **Payment.**

A. The Contractor will provide the services specified in this agreement at the hourly rate of \$85.50. The Contractor may also be allowed reimbursement for mileage, based upon the State of Michigan established rate at the time. No more than once a month, the Contractor shall submit an invoice to the County which shall itemize all amounts due and/or owing the County under this agreement as of the date of the invoice. The invoices shall be submitted in the form requested by the County. The County shall have no obligation to make payment until a proper invoice of service is submitted. The County reserves the right to make partial payments on account of the amount due the Contractor as the work progresses. Under no circumstances shall the County be responsible for any cost, fee, fine, penalty, or direct, indirect, special, incidental or consequential damages incurred or suffered by contractor in connection with or resulting from the Contractor's providing any services under this Contract.

B. The County has the right to offset any amounts due and owing to the Contractor should the County incur any cost associated with this agreement that is the obligation of Contractor under this agreement.

C. Contractor is aware that the funding for this project is contingent upon a grant from the Department of Homeland Security. Contractor shall, at no additional cost to the County, comply with any and all statutes, regulations, requirements, or conditions relating to the grant awarded. Contractor shall familiarize itself with such requirements prior to submission of its proposal. The County reserves the right to cancel or terminate the Agreement if funding is not approved or is withdrawn after approval for any reason. In that event, Contractor shall be paid only for those services satisfactorily performed after the Agreement is executed until Contractor is notified that the funding is not approved or has been withdrawn.

4. **Independent Contractor.**

A. The Contractor is an independent contractor and not an employee, partner, or agency of Macomb County. Employees of Contractor are not employees of the County and are not entitled to any benefits provided by the County to its employees. The County is not responsible for withholding income or other taxes from the payments made to the Contractor. The Contractor shall be solely responsible for filing all returns and paying any income and social security taxes with respect to payments made to Contractor pursuant to this agreement. No worker's disability compensation insurance will be obtained by the County on account of the Contractor or any employee(s) of Contractor.

B. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this agreement. Contractor shall ensure that all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

5. **Effective Date and Termination.**

A. The effective date of this amendment shall be as stated on the first page of the agreement.

B. The County may terminate this amendment at any time upon ninety (90) days written notice to the Contractor, for any reason, including convenience, without incurring obligation or penalty of any kind.

C. The County's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination of this agreement. The County shall not be obligated to pay Contractor any cancellation or termination fee if this amendment is terminated as provided.

All other terms and conditions of the contract dated October 20, 2008 entered into between the parties shall remain in full force and effect.

**PATRIOT SERVICES
CORPORATION**

COUNTY OF MACOMB

By: _____

By: _____

Its: _____

Its: _____

RECYCLABLE PAPER

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Receive and file a report from Emergency Management & Communications regarding the re-application and continuance of the 2009-2010 Hazardous Material Emergency Planning (HMEP) Grant.

INTRODUCED BY: Commissioner Phillip A. DiMaria, Chairman, Public Safety & Corrections Committee

See attached grant forms

COMMITTEE/MEETING DATE

PSC 3-16-10



EMERGENCY MANAGEMENT & COMMUNICATIONS

21930 Dunham Road
Mount Clemens, Michigan 48043
Emergency Management: 586-469-5270 FAX 586-469-6439
Technical Services: 586-469-5370 FAX 586-783-0957

March 8, 2010

Victoria Wolber
Emergency Mgt.
Coordinator

Keith Bradshaw
Service Manager,
Technical Services

TO: Commissioner Phillip A. DiMaria, Chairman
Macomb Connty Pnblic Safety & Corrections Committee

FROM: Victoria Wolber, Emergency Management Coordinator *VW*
Macomb Connty Emergency Management & Communication

RE: **Hazardous Materials Emergency Planning (HMEP) 2009-2010 Grant**

I would like to report that my office has again applied for and received a grant for reimbursement of the costs involved with the administration of the County LEPC (Local Emergency Planning Committee). We have been pre-approved to receive \$5,060.00. However, how much we actually receive is based on the number of new emergency response plans and updated plans that we submit for the county's "302" sites. A "302" site is a facility that handles an "extremely hazardous material" as defined by SARA Title III.

Attached is the grant agreement and accompanying paperwork. There is an in-kind match of 20%, but as shown on Attachment "B", there is no cost to the county. Since this is a continuing grant that is renewed every year, the paperwork is submitted to the PSC Committee as a *Receive and File*. A Contract Review has been completed on the grant agreement and is attached for your review as well.

With your concurrence, please place this item on the March 16, 2010 Public Safety & Corrections Committee meeting. If you have any questions please feel free to contact me at 469-6390. Thank you.

VW/pml

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Jeffery S. Sprys - District 26

TO: Paul Gielegem, Chairman
Board of Commissioners

FROM: Victoria Wolber, Emergency Management Coordinator
Emergency Management & Communications

SUBJECT: Contract/Program Review Request

RECEIVED
FEB 11 2010
Risk Management & Safety

BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE:

RECEIVED
FEB 12 2010
MACOMB COUNTY
FINANCE

Title: 2009-2010 Hazardous Materials Emergency Planning Grant

File#: _____

Department: Emergency Management Contact Person: Victoria Wolber

Date Submitted: February 9, 2010 Telephone No.: 469-5270

Status: Check appropriate box

Initial Revision **Extension -XX** Final

Other (Please Explain Below)

Other _____

OFFICE OF CORPORATION COUNSEL

Approved *Jeff K Smith* Date 2/11/10

Rejected _____ Date _____

OFFICE OF RISK MANAGEMENT

Approved *J. P. H.* Date 2/11/10

Rejected _____ Date _____

FINANCE DEPARTMENT

Approved *John Mark* Date 2-12-10

Rejected _____ Date _____

Contract/Program Synopsis

*When Rejected Attach Explanation

RECEIVED
FEB 10 2010
CORPORATION COUNSEL

**STATE OF MICHIGAN
HAZARDOUS MATERIALS EMERGENCY PLANNING
2009-2010 GRANT AGREEMENT**

October 1, 2009 to September 30, 2010

CFDA Number: 20.703

This agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the sub-grantor) and the **Macomb County** Local Emergency Planning Committee (hereinafter called the sub-grantee).

I. Purpose

The purpose of this grant is to provide federal Hazardous Materials Emergency Preparedness (hereinafter called HMEP) funds to the sub-grantee for the review of new 302 hazardous materials emergency response plans, as well as the updating of previously submitted plans.

II. Statutory Authority

Funding for the 2009 Hazardous Materials Emergency Preparedness (HMEP) is authorized by Federal Hazardous Materials Transportation Law (49 U.S.C. Section 5101 et. seq.)

III. Grant Allocation

The total grant allocation for the **Macomb County LEPC** is **\$5,060**, which will be awarded as described in Attachment A, "Hazardous Material Emergency Preparedness Planning Grant Instructions." This allocation is dependent upon the level of federal funding for the HMEP program and may be reduced, if federal funding is reduced.

IV. Grant Terms

A. Responsibilities of the Sub-grantee.

The sub-grantee agrees to comply with the following requirements:

1. Meet the LEPC eligibility requirements, as stated in Attachment A, Planning Grant Instructions, Section II.
2. Submit new 302 hazardous materials emergency response plans, and identify which facility plans were reviewed on the enclosed "Plan Review List" sheet, as stated in the 09-10 application (attached) to the Emergency Management and Homeland Security Division, no later than July 1, 2010. No extensions will be granted. If a "Continuation" grant was requested, the LEPC must meet the requirements stated in Attachment A, Planning Grant Instructions, Section IV.
3. Expend the planning grant for expenses incurred in developing the off-site response procedures including, but not limited to, per diem for LEPC members, printing, general office administrative expenses and equipment, and LEPC planning staff costs.
4. Forfeit a prorated share of the allocation for the number of reviews that were not submitted by the sub-grantee.

5. Account for all grant receipts and expenditures in accordance with generally accepted accounting procedures. In doing so, the sub-grantee agrees to comply with all financial and administrative requirements in accordance with the Federal Office of Management and Budget Circulars A-87, A-102, and A-133, as revised, located at <http://www.whitehouse.gov/omb/circulars/index.html> and the U.S. General Accounting Office Government Auditing Standards, located at: <http://www.gao.gov/govaud/ybk01.html>.
6. Retain all financial records, supporting documents, and statistical records, and all other records pertinent to the 2008 HMEP grant, for at least three years after the financial close-out date of this grant program for purposes of federal and/or state examination and audit.
7. Ensure that the required financial and compliance audits are performed 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."
8. Ensure that 20 percent local matching for HMEP funds occurs, as described in Attachment B. This match must equal 20 percent of all funds received through this grant, even if the amount is different than what is stated in this agreement.
9. Ensure that 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 sub-grantee may be required to supply documentation certifying that they did not reduce non-federal funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.
10. Assure compliance with Title VI of the Civil Rights Act of 1964, as described within Appendix B of Attachment C.
11. Assure compliance with Federal Certifications, including Debarment and Suspension, Drug-Free Workplace, and Anti-Lobbying. (Attachment D)

B. Responsibilities of the Sub-grantor.

The sub-grantor agrees to do the following:

1. Provide the sub-grantee with the required report forms.
2. Provide copies of standards and other information it uses in determining acceptable work products.
3. Review work products against established standards.
4. Provide payment of the planning grant to the sub-grantee, when it has submitted the list of reviews in accordance with Attachment A, Planning Grant Instructions.
5. May prorate the reimbursement, if fewer numbers of reviews have been completed than the number required.

V. Limitation of Liability

The 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.

VI. 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.

VII. Grant Agreement Period

This Grant Agreement is in full force and effect from **October 1, 2009 through September 30, 2010**. 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. Either party may terminate this Grant Agreement 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 the sub-grantee shall have no further obligation to make payments.

VIII. 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, interests, or obligations hereunder without the prior consent of the other party. The sub-grantee agrees to inform sub-grantor immediately, in writing, 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 sub-grantor. If any provision of this Grant Agreement shall be deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

IX. Business Integrity Clause

The sub-grantor may immediately cancel the Grant Agreement without further liability to the sub-grantor or its employees, if the sub-grantee, an officer of the sub-grantee, or an owner of a 25 percent or greater share of the sub-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 sub-grantor, reflects on the sub-grantee's business integrity.

X. Certifications

Each individual signing this agreement certifies, by his or her signature, that he or she is authorized to sign this agreement on behalf of the responsible governing board, official, or agency.



Signature of LEPC Chairperson

Keith Kuchenmeister

February 9, 2010

Date

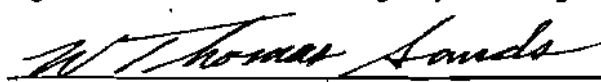


Signature of Administrator of Agency Receiving Funds

Paul Gielegem

3/3/10

Date



Capt. W. Thomas Sands
Deputy State Director of Emergency Management and Homeland Security

2/4/2010

Date

**HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS
PLANNING GRANT INSTRUCTIONS
2009-10**

I. GRANT PROGRAM DESCRIPTION

The Department of State Police, Emergency Management and Homeland Security Division (EMHSD) has been designated by the Governor's office to administer the Hazardous Material Emergency Preparedness (HMEP) planning grant program. Grants are being made available to Local Emergency Planning Committees (LEPCs) for the purpose of enhancing hazardous material response planning.

II. ELIGIBILITY REQUIREMENTS

In order to be eligible to receive funding through this grant, LEPCs must:

- A. Be legally appointed by the Michigan Citizen-Community Emergency Response Coordinating Council (otherwise known as the State Emergency Response Commission - SERC);
- B. Have an appointed chairperson *;
- C. Have an appointed information coordinator *;
- D. Have an appointed emergency management coordinator *;
- E. Meet at least quarterly and have an established meeting schedule;
- F. Assure that a 20% in-kind match will be available for all funding received through this grant. In-kind match includes non-federally funded LEPC member time, office space, secretarial support, LEPC office and administrative expenses, etc.;
- G. Assure county or municipal compliance with Title VI of the Civil Rights Act of 1964;
- H. Assure county or municipal compliance with the following certifications:
 - 1. Lobbying;
 - 2. Debarment, suspension and other responsibility matters, and
 - 3. Drug-free workplace requirements.

***As vacancies occur in these three positions, new appointments must be made and submitted to the EMHSD on the proper forms. The forms are available by contacting (517) 333-2749 or on the web at www.michigan.gov/emhsd (click on: Hazardous Materials → Local Hazardous Materials Planning).**

Documentation for items B through E must be submitted with the application. (See Section VII.)

III. APPLICATION PROCESS

- A. Deadline:** All applications must be received at the Emergency Management and Homeland Security Division (EMHSD) by **November 16, 2009, and include an LEPC schedule for 2009-10. Applications without a schedule will not be processed.**
- B. Application Mailing Address:** Submit the completed application to: **ATTN: Jim Breuker, SARA Title III Program, Michigan State Police, Emergency Management and Homeland Security Division, 4000 Collins Road, Lansing, Michigan 48910.**
- C. Agreement Finalized:** The EMHSD will review all applications for completeness and accuracy. LEPCs with approved applications will then be sent two signed HMEP Grant Agreements. These agreements will contain specific products which must be submitted by the LEPC to receive HMEP funding. Funding levels stated in the agreement are subject to the availability of federal funds. The LEPC must sign the agreements, return one to the EMHSD, and retain one copy for LEPC files. **The original signed agreement must be returned to the EMHSD to the attention of the SARA Title III Program (see Item B above) by the date specified in the cover letter received with these instructions.**
- D. Matching Funds Identified:** When the LEPC receives the HMEP Grant Agreement, it will also receive a form on which to document its 20% matching funds. This form must be returned to the Emergency Management and Homeland Security Division with the HMEP Grant Agreement. The form is used to estimate matching funds based upon the proposed agreement amount (also see II F, above). However, the grantee must be prepared to match funds based on the amount of grant funding actually received for the contract period, **including additional funding received in excess of the agreement amount. STAFF POSITIONS AND/OR PROGRAMS SUPPORTED BY FEDERAL FUNDS CANNOT BE USED AS MATCH FOR THIS GRANT.**

IV. ALLOCATION FORMULA

- A. Plan and Update Payments:** The EMHSD will reimburse LEPCs for new and updated plans. The estimated reimbursement rate for 2009-2010 is \$160 for new plans and \$25 for updated plans. Facilities must be on the enclosed 302 site list or be on the 302 site list by June 30, 2010. Plans that are added to the 302 site list after June 30, 2010, may not

receive payment from the 2009-2010 HMEP Grant. To receive this funding, items B and/or C on the bottom of the "Local Emergency Planning Committee Application for Hazardous Material Emergency Preparedness Grant" form must be completed.

B. Support Grant Payments: Each LEPC is eligible for a \$1000 support grant. To qualify for the Support grant, an LEPC must:

- Meet at least quarterly, and verify that meetings have been held by sending the Emergency Management and Homeland Security Division a copy of the meeting minutes or an attendance roster.
- Annually update their officer/membership list and submit it to the EMHSD.
- Incorporate their completed, off-site response plans into the city/county EOP/EAG.
- Review the city/county EOP/EAG annually to make sure its hazmat response section is current.

Verification of the above items, via a form signed by the LEPC Chair and/or the Local Emergency Management Coordinator, will be requested by EMHSD prior to the end of the grant year.

NOTE: It is recommended that during this grant year, each LEPC update all of the Section 302 off-site response plans that it has completed, and develop new off-site response plans for all sites that are not yet complete.

V. PLANNING GRANT REQUIREMENTS

LEPCs are eligible for their allocation, if they meet the following requirements:

- A. Products:** The intent of the planning grant is to accomplish the development of new off-site Hazardous Material Response Plans and updates of previously submitted off-site response plans for each SARA Title III Section 302 site in Michigan. Plans must be submitted to the appropriate EMHSD district Coordinator by the date specified in each LEPC's contract. **A list of updated plans (A plan update includes verification and updating by the LEPC of the following: Emergency contact information, types of extremely bazardous substances (EHS) and their quantities kept on site, storage locations, and any other items which may change over time) for sites on the current 302 site list must also be submitted by that date. The list must include the site name,**

DEQ SARA I.D. number, and name of facility contact that assisted with the review.

A form for this submittal is located on the EMHSD website. This list can be submitted directly to the address noted in Item III B above, and does not need to be submitted to the EMHSD District Coordinator.

- B. Eligible Expenses:** Funds received from this grant are to be utilized for expenses that support and facilitate the development and/or updating of required off-site plans. These expenses include, but are not limited to:

Training for LEPC members, as long as it relates to the LEPC's preparation and planning mission.

Development, improvement, and implementation of emergency plans required under SARA Title III.

Exercises which test LEPC plans.

Enhancement of LEPC plans, e.g., improving the hazard analysis, enhancing response procedures involving transportation of hazardous materials (including radioactive materials).

Commodity flow studies.

Needs analysis for establishing regional response teams.

Technical staff to support the planning effort.

Assessment of local response capabilities.

Types of eligible costs include:

- Meeting room rental
- Per Diem for LEPC members
- Public notices
- Printing costs
- Office administrative expenses
- LEPC staff costs

Note: Computer hardware is not an allowable purchase, nor is software because it is usually considered an "operational system," which is any type of system that could be used in an emergency response, e.g., reverse 9-1-1 calling systems, hazmat databases, etc.

Documentation of expenditures need not be submitted to the Emergency Management and Homeland Security Division, but must be made available upon request.

C. Off-Site Response Plans:

1. **New off-site plans must be submitted to the appropriate EMHSD District Coordinator for review by July 1, 2010.**
2. **If an LEPC proposes to complete updates of previous plans, it must submit a list of completed updates to the EMHSD at the address noted in III. B above, by July 1, 2010.**
3. **If an LEPC completes fewer updates and/or new off-site response plans than it proposes, its award will be prorated according to the number of plans/updates accepted by the EMHSD.**

Note: Upon request, LEPCs may be required to make updated plans available to the EMHSD for verification purposes.

D. EMHSD Information Requests

The LEPC must provide the EMHSD with information on how HMEP funds were used and what was accomplished, upon request. Other information requests related to LEPC operations may also be sent to LEPCs.

VI. REIMBURSEMENT PROCESS

Payment to LEPCs will be processed by the EMHSD upon acceptance of the LEPC's products (or a prorated portion, as noted above) as specified in its contract.

VII. ITEMS TO INCLUDE WITH APPLICATION

- A. HMEP Planning Grant Application form. (Appropriate boxes for the type of grant requested must be checked on the application, and Officer/Emergency Manager information must be included.)**
- B. LEPC meeting schedule for the upcoming year.**

Questions concerning the Hazardous Materials Emergency Preparedness Planning Grant should be directed to Mr. Jim Breuker, Michigan State Police, Emergency Management and Homeland Security Division, at (517) 333-7776, or e-mail at breukerj1@michigan.gov.

HMEP 2009-2010 PLANNING GRANT AGREEMENT

20% IN-KIND MATCH

The Macomb County LEPC has been allocated the funding amount specified in the attached grant agreement. Therefore, a 20% local fund match of \$1,265 is required.

The LEPC agrees to use the following as its 20% in-kind match:
(This can be any non-federal money from a government jurisdiction, industry, or other organization represented on the LEPC. Staff paid with EMPG/HSGP funds cannot be used for match.)

- Planning Personnel:** Peter M. Locke, PEM
(name)
whose salary and fringe benefits cost \$ 19.27 per hour, will work approximately 500 hours on LEPC planning. $19.27 \times 500 = \$9635.00$
- Secretarial:** Peter M. Locke, PEM
(name of employee or of secretarial service)
whose salary and fringe benefits cost \$ _____ per hour, will work approximately 20 hours on LEPC business. $19.27 \times 20 = \$385.00$
- Office Space:** Macomb County Office of Emergency Management
(government jurisdiction or other entity)
will provide a 2,500 square foot office located at 21930 Dunham, Mount Clemens 48043 to the LEPC at a cost of \$ undetermined per square foot.
- Mailing:** Macomb County Office of Emergency Management
(government jurisdiction or other entity)
will provide \$ 10.00 toward LEPC related mailings.
- Printing:** Macomb County Office of Emergency Management
(government jurisdiction or other entity)
will provide \$ 50.00 toward LEPC related printing.
- Other: (Describe)** IT Computer Support - \$200.00
County Planning Department-GIS Services - \$300.00

ATTACHMENT C

**ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

DEPARTMENT OF TRANSPORTATION

The County / ██████████ of Macomb

(hereinafter referred to as the "Recipient") HEREBY AGREES THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the project:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

3. That the Recipient shall insert the clauses of Appendix B of this assurance in every contract subject to the Act and the Regulations.

4. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
6. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation and is binding on it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest and other participants in the Department of Transportation Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipients.

DATE _____

Paul Gielegem, Board Chair

(Recipient)

by _____

(Signature of Authorized Official)

4. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
5. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
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DATE

3/3/10

Paul Gielegem, Board Chair

(Recipient)

by



(Signature of Authorized Official)

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

* Address: 21930 Dunham
Mount Clemens, MI 48043

— If there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 --

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

*** NAME OF APPLICANT**

County of Macomb

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

* Name Paul Gielegem

* Title Board Chair

SIGNATURE

DATE

08-13-1987

ATTACHMENTS

File Name

Mime Type

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

* Address: 21930 Dunham
Mount Clemens, MI 48043

... If there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

*** NAME OF APPLICANT**

County of Macomb

*** PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE**

* Name Paul Gielegem

* Title Board Chair

SIGNATURE



DATE

08-13-1987

3/3/80

ATTACHMENTS

File Name

Mime Type

NOV 04 2009

**LOCAL EMERGENCY PLANNING COMMITTEE APPLICATION
FOR HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT** Emergency Mgmt &
Homeland Security Div.

For FY 2009-2010

SEND COMPLETED APPLICATION TO: SARA TITLE III PROGRAM, MSP/EMERGENCY MANAGEMENT AND
HOMELAND SECURITY DIVISION, 4000 COLLINS ROAD, LANSING, MI 48910.

APPLICATIONS ARE DUE NOVEMBER 20, 2009

LEPC Name: Macomb County	Name of LEPC Grant Contact: Peter M. Locke
Daytime Telephone: (586) 469-5270	E-mail: peter.locke@macombcountymi.gov
Name of Government Jurisdiction and Agency to receive HMEP funds: Macomb County Finance Department	
Name of Fiscal Officer of Agency: David Diegel	Title: Finance Director
Mailing Address: 10 North Main, 12th Floor	City: Mt. Clemens Zip: 48043
Daytime Telephone: (586) 469-5250	Federal ID Number: 36-6004868

THE FOLLOWING POSITIONS MUST BE FILLED AS A CONDITION OF THE GRANT:

Name of LEPC Chair: Keith Kuchenmeister	Telephone: (586) 469-6392 E-mail: keith.kuchenmeister@macombcountymi.gov
Address: 21930 Dunham	City: Mt. Clemens Zip: 48043
Name of Public Information Coordinator: Peter M. Locke	Telephone: (586) 469-5270 E-mail: peter.locke@macombcountymi.gov
Address: 21930 Dunham	City: Mt. Clemens Zip: 48043
Name of Emergency Management Coordinator: Vicki Wolber	Telephone: (586) 469-6390 E-mail: vicki.wolber@macombcountymi.gov
Address: 21930 Dunham	City: Mt. Clemens Zip: 48043

The LEPC meeting schedule is attached (THIS A REQUIREMENT). Yes No

NOTE: The LEPC must verify that meetings were held as scheduled by submitting meeting minutes or a list of attendees to the Emergency Management and Homeland Security Division.

APPLICANTS MUST FILL IN THE APPROPRIATE BLANKS IN THIS SECTION.

- A. This LEPC will comply with the requirements for a support grant as referenced in Attachment A, Parts II and IV, and requests the \$1000 grant. Yes No
- B. This LEPC proposes to complete updates of 124 (specify a number) current 302 site plans.
- C. This LEPC will complete 6 (specify a number) new 302 site plans.


LEPC Chair Signature

October 30, 2009

Date

APPENDIX B

**ASSURANCE OF COMPLIANCE WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

DEPARTMENT OF TRANSPORTATION

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County ████████ of Macomb or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the County ████████ of Macomb or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the County ████████ of Macomb shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies; and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurements as the County ~~Administration~~ of Macomb or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the County ~~Administration~~ of Macomb to enter into such litigation to protect the interests of the County ~~Administration~~ of Macomb and, in addition the contractor may request the United States to enter into such litigation to protect the interests of the United States.