

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME	GRANT NAME	Assistance Listings Number
County of Genesee	State and Local Cybersecurity Grant Program	97.137
SUBRECIPIENT IRS/VENDOR NUMBER	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	FEDERAL AWARD DATE
CV0047990	EMW-2023-CY-00003	12/17/2023
SUBRECIPIENT UEI	SUBAWARD PERFORMANCE PERIOD	FROM TO
XD5HMHXNBWX6	BUDGET PERIOD	8/29/2025 8/31/2027 8/29/2025 8/31/2027
RESEARCH & DEVELOPMENT	Funding	Total
N/A	Federal Funds Obligated by this Action	\$252,000.00
INDIRECT COST RATE	Total Federal Funds Obligated to Subrecipient	\$252,000.00
None on file	Total Amount of Federal Award	\$252,000.00
FEDERAL AWARD PROJECT DESCRIPTION		
2023 State and Local Cybersecurity Grant Program (SLCGP)		
DETAILS		
FY 2023 SLCGP funds for cybersecurity assessments. Funding requirements are found on page 2 (Section III) of the grant agreement.		
FEDERAL AWARDDING AGENCY	PASS-THROUGH ENTITY (RECIPIENT) NAME	
Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd Floor Washington, DC 20472-3645	Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909	

State of Michigan Fiscal Year 2023 State and Local Cybersecurity Grant Program Grant Agreement

August 29, 2025 to August 31, 2027

Assistance Listing Number: 97.137 Grant Number: EMW-2023-CY-00003

This Fiscal Year (FY) 2023 State and Local Cybersecurity Grant (SLCGP) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (hereinafter called the Recipient), and the

COUNTY OF GENESEE
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development of projects that align with the objectives of the SLCGP.

The goal of the SLCGP is to assist State, Local, and Tribal governments with managing and reducing systemic cyber risk. Allocation of funds must align with the approved cybersecurity plan, and one of the projects outlined in the approved Investment Justifications. The FY 2023 SLCGP focuses on the following program objectives:

- Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- Objective 3: Implement security protections commensurate with risk.
- Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

For guidance on allowable costs and program activities, please refer to the *FY 23 SLCGP Notice of Funding Opportunity* (NOFO) located at <http://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 23 SLCGP is authorized by Section 2220A of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296) (6 U.S.C. § 665g).

Appropriate Authority is authorized by Infrastructure Investments and Jobs Appropriations Act (Pub. L. No. 117-58).

The Subrecipient agrees to comply with all FY 23 SLCGP requirements in accordance with the *FY 23 SLCGP Notice of Funding Opportunity* located at <http://www.fema.gov/grants>, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs->

[standard-terms-and-conditions](#), and the FY 2023 SLCGP Agreement Articles Applicable to Subrecipients. The *FY 23 SLCGP Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. Federal Emergency Management Agency (FEMA) Policy #108-023-1 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

The **County of Genesee** is awarded \$252,000.00 under the FY 2023 SLCGP. The grant agreement shall be administered based on the Subrecipient's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations. Please note, no personnel costs are approved under this award. The table below outlines the approved projects and respective funding amounts.

Project Number	Project Area	Project Allocation
1	Cybersecurity Assessments	\$252,000.00

- A. The FY 2023 SLCGP has a 20% cost share (cash or in-kind) requirement, as authorized by the Infrastructure Investment and Jobs Appropriations Act. The State of Michigan is providing the 20% cost share for the subrecipient. There is no cost share requirement for the Subrecipient under the FY 2023 SLCGP.
- B. The FY 23 SLCGP covers eligible costs from August 29, 2025 to August 31, 2027. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period.
- C. The Subrecipient may only fund projects which directly support SLCGP objectives and were included in the approved FY 23 SLCGP subrecipient application and the federal FY 23 SLCGP Investment Justifications.
- D. Any proposed change to the scope of work provided in the approved grant project requires prior approval.
- E. Except as otherwise specifically set forth in this grant agreement, the Recipient (not the Subrecipient) shall make the final determination on how funds awarded under this grant agreement are allocated and/or spent.
- F. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) Review must be completed prior to any work being done. Some training and exercise activities that required any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designated for training and exercises may require an EHP. **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.**

Subrecipients are prohibited from using SLCGP funds to construct, remodel, or perform alterations of buildings and other physical facilities. However, subrecipients may use SLCGP funding to perform minor modifications that do not substantially affect a building's, or other physical facility's, structure, layout, or systems. Reference the FEMA [Grant Programs Directorate Information Bulletins | FEMA.gov](#) No. 523 for additional information.

- G. In the event that the U.S. Department of Homeland Security (DHS) determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of

performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2023 SLCGP NOFO, located at: www.fema.gov/grants; and the Agreement Articles Applicable to Subrecipients, included in the grant agreement package for reference.
- C. The Subrecipient shall not use FY 23 SLCGP funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification;
 - 2. Standard Assurances;
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
 - 4. Audit Certification (EMHSD-053);
 - 5. Request for Taxpayer Identification Number and Certification (W-9);
 - 6. CISA Services Certification (EMHSD-075);
 - 7. Other documents that may be required by federal or state officials.
- E. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:
 - 1. Make all purchases in accordance with federal, state, and local purchasing policies.
 - 2. The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient.
 - 3. Submit projects to the Recipient in the format specified by the Recipient prior to starting a project. Individual solution area costs must also be submitted to the Recipient for alignment and allowability evaluation prior to starting a project. All grant expenditures must meet DHS and Recipient grant guidelines and must directly support one of the FY 23 SLCGP Investments. Any project that proposes a change in scope of work during the grant performance period must be resubmitted to the Recipient for evaluation and approval. Any funds spent on a project prior to receiving Recipient approval may be ineligible for reimbursement.
 - 4. Create and maintain an inventory of all equipment purchases in accordance with 2 C.F.R., Part 200.313 located at <http://www.ecfr.gov>. **Within 30 days of the end of the Subrecipient's fiscal year, the Subrecipient must supply a copy of this inventory to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit, by email to mshp-emhsd-audit@michigan.gov or by mail to: P.O. Box 30634, Lansing, Michigan 48909.** An Equipment Tracking Form is available to assist the Subrecipient in meeting these requirements.
 - 5. The Subrecipient agrees to prepare and submit reimbursement requests to the Recipient in a timely manner. Reimbursement requests must include all required supporting documentation, including proof of payment. **All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement.**

6. Current forms and instructions are located at <http://www.michigan.gov/emhds> (select Grant Programs) or can be requested by sending an email to EMD_HSGP@michigan.gov.
7. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, 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. All equipment dispositions must follow MSP/EMHSD's equipment disposition policy.
 - c. Non-federal organizations which expend \$1,000,000 or more in federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and 2 C.F.R. 200, Subpart F.
8. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order 13347.
9. **Environmental and Historic Preservation (EHP) Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient 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.

Subrecipients are prohibited from using SLCGP funds to construct, remodel, or perform alterations of buildings and other physical facilities. However, subrecipients may use SLCGP funding to perform minor modifications that do not substantially affect a building's, or other physical facility's, structure, layout, or systems. Reference the FEMA [Grant Programs Directorate Information Bulletins | FEMA.gov](#) No. 523 for additional information.

10. Comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*) for grant funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the worksite no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is located at <http://www.dol.gov/whd/govcontracts/dbra.htm>.
11. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
12. Maintain a valid Unique Entity Identifier (UEI) through <https://sam.gov/> at all times during the performance period of this grant.
13. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Terms and Conditions* located at

<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS Specific Acknowledgements and Assurances on page 1.

14. Subrecipients are required to participate in the following free services and memberships offered by Cyber and Infrastructure Security Agency (CISA):

a. Cyber Hygiene Services

- i. Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- ii. Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit [Cyber Hygiene Services | CISA](#).

b. Nationwide Cybersecurity Review (NCSR)

- i. The NCSR is a free, anonymous, annual self-assessment designed to measure gaps and capabilities of a SLT’s cybersecurity programs. It is based on the National Institute of Standards and Technology Cybersecurity Framework and is sponsored by DHS and the MS-ISAC. Entities and their subrecipients should complete the NCSR, administered by the MS-ISAC, during the first year of the award/subaward period of performance and annually. For more information, visit <https://www.cisecurity.org/ms-isac/services/ncsr>.

The FY 23 SLCGP NOFO outlines additional services, memberships, and resources that are strongly encouraged or recommended. Please refer to the FY 23 SLCGP NOFO for additional information.

V. Responsibilities of the Recipient

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

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

VI. Reporting Procedures

The Subrecipient is required to submit reports to the Recipient on the status of all projects and funding. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure by the Subrecipient 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.

VII. Payment Procedures

The Subrecipient agrees to prepare and submit the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will submit **one Reimbursement Cover Sheet and related forms for each grant project, solution area, allocation type, and individual exercise**. Reimbursement Cover Sheets must be filled out completely. Instructions are provided with each of the reimbursement forms. The Reimbursement Cover Sheet and other reimbursement forms can be found on the MSP/EMHSD website located at <http://www.michigan.gov/emhsd>. The Subrecipient will not be reimbursed for funds until all required signed documents and reimbursement documentation are received. **All reimbursement requests must be submitted to the Recipient no later than 30 days after the end of the performance period identified in this grant agreement.**

Drawdown of Funds in Advance. Up to 90 days **prior** to expenditure, the Subrecipient may request funds for purchases of \$10,000 or more. All the following requirements must be met when obtaining advanced funds:

- A. The Subrecipient must submit advance requests with a copy of approved purchase orders and a copy of approved Alignment and Allowability Forms.
- B. The Subrecipient must place advanced funds in an interest-bearing account.
- C. The Subrecipient may keep interest up to \$500 per year (2 C.F.R., Part 200.305) for administrative expenses for all federal grants combined.
- D. The Subrecipient must notify the Recipient quarterly, in writing, of any interest earned over \$500.
- E. The Subrecipient must promptly, but at least quarterly, remit any interest earned over \$500 to: Michigan State Police, Emergency Management and Homeland Security Division, Financial Management and Audit Section, P.O. Box 30634, Lansing, Michigan 48909.
- F. The Subrecipient must liquidate each advance **by the date specified by the Recipient** (usually within 90 days).
- G. The Subrecipient must ensure all invoices and proof of payment documents are dated **after the date the advance was issued by the Recipient**.

VIII. Employment Matters

The Subrecipient 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 Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their 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 Subrecipient agrees to include in every contract or 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 Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party

X. Third Parties

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

XI. Grant Agreement Period

This grant agreement is in full force and effect from August 29, 2025 to August 31, 2027. 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 may be terminated by either party by giving 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 Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities.

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

XIII. Business Integrity Clause

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

XIV. Freedom of Information Act

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 Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient's UEI Number

Printed Name

Title

Signature

Date

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

Capt. Kevin Sweeney,

Printed Name

Commander, Emergency
Management and Homeland Security

Title



9/17/2025

Signature

Date