

AGENDA

Committee on Ways and Means April 2, 2026 at 3:00 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting. To view the meeting live and participate in virtual public comment: <https://www.lansingmi.gov/1212/Council-Committee-Meetings>

Council Member Carter, Chairperson
Council Member Spadafore, Vice Chairperson
Council Member Nevarez Martinez, Member

- 1. Call to Order**
- 2. Roll Call**
- 3. Minutes**
 - A. March 19, 2026
- 4. Public Comment on Agenda Items (Up to 3 Minutes)**
- 5. Discussion/Action:**
 - B. RESOLUTION - Donation Acceptance; Daugherty and Miles Families Appreciation of Services Donation for the D.I.V.E. Unit
 - C. RESOLUTION - Grant Acceptance; Michigan Department of State Police, Emergency Management and Homeland Security Division State and Local Cybersecurity Grant Program (SLCGP)
 - D. RESOLUTION - Grant Acceptance; Ingham County Housing and Homeless Millage for hotel accommodations for unhoused individuals
 - E. RESOLUTION - Grant Acceptance; Ingham County Housing and Homeless Millage for ModPods for unhoused individuals
 - F. RESOLUTION - Grant Acceptance; Department of Housing and Urban Development Lead Hazard Reduction Grant for Lead-Safe Lansing, Phase 5 Program
- 6. Other**
- 7. Adjourn**

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

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MINUTES
Committee on Ways and Means
Thursday, March 19, 2026 @ 3:00 p.m.
City Council Conference Room

CALL TO ORDER

Council Member Carter called the meeting to order at 3:00 pm

PRESENT

Council Member Tamera Carter, Chair
Council Member Peter Spadafore, Vice Chair- excused
Council Member Deyanira Nevarez Martinez, Member

OTHERS PRESENT

Sherrie Boak, Council Legislative Office Manager
Bill Brunner, Public Service
Cheryl Rupperecht, LPD
Lisa Hagen-Lawrence, OCA
Luke Bingaman, Legislative Analyst
Bryan Dryer, EDP Deputy Director
Hal King, Parking Director

Minutes

MOTION BY COUNCIL MEMBER NEVARZ MARTINEZ TO APPROVE THE MINUTES OF MARCH 5, 2026 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment

No public comment at this time.

Discussion/Action:

PLACE ON FILE – Emergency Purchase: Public Service Department; Professional Pump a the vendor for the emergency repair of Waste Water Treatment Plant Clarifier #21

Mr. Brunner briefly explained what a clarifier is, and in this case the current ones were built in the mid 1980's and one failed. With explaining the process Mr. Brunner noted these clarifiers having driving mechanisms with a motor at the top, and in the case with this replacement the part rusted out, and collapsed so the tank was no longer usable. There is a current bid to get two tanks fixed, which is a long process and won't be done for 2 years. With this work, currently there is only one tank that is functioning, this emergency purchase was needed to repair the tank that had the parts rust out. The expected date is first week in May, and more secure to treat.

Council Member Carter asked what the longevity is for the one working now, and Mr. Brunner confirmed it could break any time. This could cost is about \$1 million. The projected life span

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could be up to 30 years, and they have done regular maintenance to extend the life. Under this emergency repair contract will last awhile, but they will need to do a full repair in the future.

MOTION BY COUNCIL MEMBER NEVAREZ MARTINEZ TO PLACE ON FILE THE REQUEST FOR EMERGENCY PURCHASE FOR THE WWTP CLARIFIER #21. MOTION CARRIED 2-0.

RESOLUTION – Donation Acceptance; East Lansing Crossfit, 2025 Community Service Project for Capital Area Response Effort (CARE) Unit

Ms. Rupprecht explained this was a donation for the CARE unit, which takes care of domestic violence needs in the area. The Crossfit fundraiser allows these funds for the unit, but since not earmarked it can be used for the Unit for what they need and can be utilized.

MOTION BY COUNCIL MEMBER NEVAREZ MARTINEZ TO APPROVE THE RESOLUTION FOR THE DONATION ACCEPTANCE FROM EAST LANSING CROSSFIT FOR THE CARE UNIT. MOTION CARRIED 2-0.

RESOLUTION – Fines; Expired Parking Meter Violations

Mr. Dryer explained this is to update and service users based on a study done previous to now. This will increase the fines charged to individuals that get tickets, and these are in the operating budget for the current year. Mr. King referred to the resolution, the expired meters are \$25, now currently \$15. As part of the parking study was to encourage long term in the ramps, and short term on the streets.

Council Member Nevarez Martinez asked if the increase is because the City needs the money or to disincentive. Mr. King stated that you get the lower rate now if you pay within the first two hours. The new rate also extends payment until midnight, instead of the first two hour time. Council Member Nevarez Martinez spoke in opposition to fees, but understands that they have to be collected in some instances.

Council Member Carter provided an example of a ticket, and individuals who do not have the time to pay immediately, and so charged the maximum amount, and asked why; matching other cities, or other facete in enhancing this amount. Mr. King stated currently it is \$15 up to \$25, they are trying to incentivize to use the ramps for long term.

Council Member Nevarez Martinez spoke again in opposition to the impact on someone who does not have the disposable income to park in the first place, and provided examples of what appears to criminalize people because they do not have the funds at the time, and if they could pay they would.

Council Member Carter asked what the study reflected for the number of people utilizing the ramps already. Mr. King stated he did not have those numbers at this time. She asked if using the ramps in beneficial. Mr. King stated most of that income is working of special events; Lansing Center, Doubletree Hotel, Grewall Hall, events at the capital. There is a lot of use out of the ramps, but no way to stay if they are here for an event, or if they are here to eat or shopping.

Mr. Dryer stated this item and the next three speaking to restructuring.

Ms. Hagen – Lawrence stated this is fines for violations, specifically the ordinance requires a progressive pay structure.

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MOTION BY COUNCIL MEMBER NEVAREZ MARTINEZ TO APPROVE THE RESOLUTION FOR THE FINES ON EXPIRED PARKING METER VIOLATIONS. MOTION CARRIED 2-0

RESOLUTION – FEES: On-Street Paid Parking Rate Restructuring

Mr. Dryer stated with this one, it allows someone who parks on street all day, the charge up front changes. This encourages them to use the ramps for long term, and street parking short term. Right now there is a limit on the meter to avoid tickets, and does allow the meter users to pay appropriate fee and will reflect an increase progressively as the day goes on. This starts enforcement at 9 am.

Council Member Carter referred to the parking study, 15 minute-1 hours, with those 15 a courtesy. Mr. Dryer stated that they have considered, and the technology in the meters and payment system would required upgrades to both, and so they are in discussions on the cost. They could consider designated spots. The goal is to have something to Council within this fiscal year.

MOTION BY COUNCIL MEMBER NEVAREZ MARTINEZ TO APPROVE THE RESOLUTION FOR FEES FOR THE ONSTREET PARKING RATE RESTRUCTING. MOTION CARRIED 2-0.

RESOLUTION – Introduction and Set Public Hearing; Amend Chapter 404 Section 404.01 (e) to modify metered parking hours of operation

Mr. King stated that the City parking website, there is a link to the parking study.

Mr. King then spoke on the proposed amendment, which came from discussion with consultant on parking study, and this is to address parking on the street for short term users, and this would cut back on the enforcement. The City can now work with downtown businesses and encourage them to have deliveries prior to enforcement at 9 am. This ordinance will address where ever you park, and this part of the parking study.

Council Member Carter referred to deliveries in mid day, and those might be the one-off, but asked them to consideration that not all businesses might not be able to get their vendors to do drop off before 9 am. Mr. King acknowledged and they are hoping they will do it right and not have to come back. Mr. Dryer stated the 9 am was based on businesses where the busiest.

Council Member Nevarez Martinez asked about potential appeals for this type of ticket. Mr. King stated there is an appeal process for any citation, and can be done on via the website. If the decision is not satisfactory, they can go to District Court. Council Member Nevarez Martinez asked if they have details on how many people appeal, how many granted and how many denied,

MOTION BY COUNCIL MEMBER NEVAREZ MARTINEZ TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR APRIL 6, 2026 TO AMEND CHAPTER 404, SECTION 404.01 (E) TO MODIFY METERED PARKING HOURS OF OPERATION. MOTION CARRIED 2-0

RESOLUTION – Introduction and Set Public Hearing; Amend Chapter 404, Section 404.03 to allow payment of a reduce rate for an expired meter violation until midnight of the day of issuance

Mr. Dryer noted that the ordinance currently there is a decrease in fine if you pay within 2 hours, but this will extend to midnight. Mr. King referred to the ordinance draft lines 14-16.

MOTION BY COUNCIL MEMBER NEVAREZ MARTINEZ TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR APRIL 6, 2026 TO AMEND CHAPTER 404, SECTION 404.03 ALLOW REDUCED RATES ON EXPIRED METER VIOLATIONS UNTIL MIDNIGHT. MOTION CARRIED 2-0

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Mr. Dryer asked for specifics on when Committee would like to get the details, and it was stated prior to the hearing on April 6, 2026.

OTHER

No other topics.

ADJOURN

Adjourned at 3:36 pm

Submitted by,

Sherrie Boak, Recording Secretary,

Lansing City Council

Approved by the Committee on

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Daugherty and Miles Families designated a 2026 Appreciation of Services Donation in support of the D.I.V.E. Unit for Rescue and Recovery efforts and;

WHEREAS, the Daugherty and Miles Families collected on behalf of their loved ones and donated \$255.00 to the D.I.V.E. Unit; and

WHEREAS, the donation is not specifically designated for use and will therefore be used for D.I.V.E. Unit needs.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the donations to the D.I.V.E. Unit, a division of Investigations totaling \$255.00.

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the received donation funds.

CITY OF LANSING
124 W MICHIGAN
LANSING, MI 48933
United States

Received From:
POLICE
Date: 02/27/2026 Time: 11:16:59 AM
Posting Date: 02/27/2026
Receipt: 0000489162
Cashier: NHUNTLEY
Workstation: CNTR01
Drawer: Cash Drawer 1

POLICE - 2/27/26

| GL NUMBER | AMOUNT |
|-------------------------|------------|
| 101-343251-706000 | \$5,803.58 |
| 101-000000-040090 | \$35.00 |
| 101-000000-256013 | \$25.00 |
| 101-000000-256013 | \$230.00 |
| 101-000000-256013-17138 | \$744.00 |
| 101-000000-680201 | \$15.00 |
| 101-000000-680201 | \$37.50 |
| 101-000000-680201 | \$212.01 |
| 101-000000-680201 | \$230.00 |
| ----- | |
| TOTAL | \$7,332.09 |
| | |
| BATCH CHECKS | \$7,102.09 |
| CASH | \$230.00 |
| Total Tendered: | \$7,332.09 |
| | |
| Change: | \$0.00 |

THANK YOU!

These are the donations
that we received from
Eric + Ronnie Miles visitation.

Thank you for everything
your department does +
did for our family.

Mason + Grace
Daugherty
+ Family

*Thank you for sharing
Your memories, support and love.
Your kindness will
Always be remembered*

*By the family of
Eric Michael Miles &
Ronnie Lynn Marie Miles*

Capital Dive Team

\$ 255.00

Check \$25
Cash \$230
\$ 255

MARY SCHEURER (10/15/2024)
FREDERICK SCHEURER
7476 EMERY ROAD
PORTLAND, MI 48875-0000

1024

74-84052724
BRCH01

CHECK NUMBER

01-29-2026

Date

Pay to the Capital Area Dive Team \$ 25.00

Order of Liberty Dive ^{1/8} Dollars

Photo Safe Deposit
Check Number

For

Mrs. Scheurer

Hidden Copy



LANSING CITY COUNCIL
FY26 GRANT INFORMATION FORM
(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE: 3/23/2026

GRANT NAME: FY 2024 State and Local Cybersecurity Grant Program (SLCGP)

GRANT AGENCY: Michigan Department of State Police – Emergency Management and Homeland Security Division

ASSISTANCE LISTING (CDFA): 97.137

DEPARTMENT: Information Technology Department

CONTACT NAME: Jason Hogan

CONTACT PHONE: 517-483-4242

GRANT PERIOD START: 1/22/2026

GRANT PERIOD END: 9/30/2028

APPLICATION DATE: 12/3/2024

AWARD DATE: 2/13/2026

TOTAL AMOUNT: \$140,250.00

ADMINISTRATIVE COST RECOVERY AMOUNT: \$0.00

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

The State and Local Cybersecurity Grant Program (SLCGP) is a grant awarded by the federal government for the purposes of enhancing the cybersecurity of state, local, tribal, and territorial (SLTT) governments across the country. The funding helps eligible entities address cybersecurity risks and threats to information systems owned or operated by—or on behalf of—SLTT governments.

The funds specifically awarded to the City of Lansing from the FY24 SLCGP grant are divided into two allowable uses:

- Endpoint Detection & Response (EDR) Managed Detection & Response (MDR) Extended Detection Response (XDR) or Advanced Endpoint Protection: Funding to purchase subscriptions for EDR/MDR/XDR licensing for endpoint protection

Continued on next page



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

February 9, 2026

Dear State and Local Cybersecurity Grant Program Subrecipient:

Enclosed is the Fiscal Year (FY) 2024 State and Local Cybersecurity Grant Program (SLCGP) grant agreement package. Please return the required grant documentation listed on the enclosed **Subrecipient Checklist** to our office via the link provided below:

[FY 2024 SLCGP Grant Agreement Submission](#)

This grant agreement does not provide inclusive approval of all project items and activities. You must seek prior approval for all purchases or activities.

Reimbursement for expenditures will be determined on a case-by-case basis using the criteria established in the [FY 2024 SLCGP Notice of Funding Opportunity](#).

This grant agreement and all required attachments must be completed, signed, and returned **no later than April 9, 2026**. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Sweeney".

Kevin Sweeney, Captain
Commander
Emergency Management and Homeland Security Division

SUBRECIPIENT CHECKLIST

FY 2024 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM (SLCGP) GRANT AGREEMENT

CFDA No: 97.137

Submit the following items to: [FY 2024 SLCGP Grant Agreement Submission](#)

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- 1. Grant Agreement
 - 2. Subrecipient Risk Assessment Certification
 - 3. Standard Assurances
 - 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 5. Audit Certification (EMHSD-053)
 - 6. Request for Taxpayer Identification Number and Certification (W-9)
 - 7. CISA Services Certification
-

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits an audit copy by email to: MSP-EMHSD-Audit@michigan.gov.**

**For GRANT AGREEMENT QUESTIONS, PLEASE CONTACT KIM RICHMOND
AT 517-204-0211 OR RICHMONDK@MICHIGAN.GOV**

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

| | | |
|---|---|--|
| SUBRECIPIENT NAME | GRANT NAME | Assistance Listings Number |
| City of Lansing | State and Local Cybersecurity Grant Program | 97.137 |
| SUBRECIPIENT IRS/VENDOR NUMBER | FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) | FEDERAL AWARD DATE |
| CV0047783 | EMW-2024-CY-05018 | 12/13/2024 |
| SUBRECIPIENT UEI | SUBAWARD PERFORMANCE PERIOD | FROM TO |
| VARBEGGYV751 | BUDGET PERIOD | 1/22/2026 9/30/2028 1/22/2026 9/30/2028 |
| RESEARCH & DEVELOPMENT | Funding | Total |
| N/A | Federal Funds Obligated by this Action | \$140,250.00 |
| INDIRECT COST RATE | Total Federal Funds Obligated to Subrecipient | \$140,250.00 |
| None on file | Total Amount of Federal Award | \$140,250.00 |
| FEDERAL AWARD PROJECT DESCRIPTION | | |
| 2024 State and Local Cybersecurity Grant Program (SLCGP) | | |
| DETAILS | | |
| FY 2024 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 2024 State and Local Cybersecurity Grant Program Grant Agreement

January 22, 2026 to September 30, 2028

| |
|--|
| <p>Assistance Listing Number: 97.137 Grant Number: EMW-2024-CY-05018</p> |
|--|

This Fiscal Year (FY) 2024 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 (MSP/EMHSD) (hereinafter called the Recipient), and the

CITY OF LANSING
(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 2024 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 2024 SLCGP Notice of Funding Opportunity* (NOFO) located at <http://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2024 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 2024 SLCGP requirements in accordance with the *FY 2024 SLCGP NOFO* 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 2024 SLCGP Agreement Articles Applicable to Subrecipients. The *FY 2024 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 #108-02025
- C. -1 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

The **City of Lansing** is awarded \$140,250.00 under the FY 2024 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 | MFA – Multifactor Authentication | \$54,250.00 |
| 2 | EDR/MDR/XDR | \$86,000.00 |

- A. The FY 2024 SLCGP has a 30% cost share (cash or in-kind) requirement, as authorized by the Infrastructure Investment and Jobs Appropriations Act. The State of Michigan is providing the 30% cost share for the subrecipient. There is no cost share requirement for the Subrecipient under the FY 2024 SLCGP.
- B. The FY 2024 SLCGP covers eligible costs from January 22, 2026, to September 30, 2028. 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 2024 SLCGP subrecipient application and the federal FY 2024 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 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 2024 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 2024 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 2024 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 FY, 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 msp-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/emhsd> (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](#).

The FY 2024 SLCGP NOFO outlines additional services, memberships, and resources that are strongly encouraged or recommended. Please refer to the FY 2024 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 January 22, 2026, September 30, 2028. 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



Signature

2/2/2026

Date



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

| | | |
|---------------|---------|------|
| Subrecipient: | County: | UEI: |
|---------------|---------|------|

Questions

1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?
 - No grants
 - 1-3 grants
 - 4-5 grants
 - 6+ grants

2. What percentage of your grant management staff has fewer than 2 years of grant experience?
 - 0-25% of staff
 - 26-50% of staff
 - 51-75% of staff
 - 76-100% of staff

3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?
 - Yes
 - No

4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years?
(Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)
 - Never Audited or No findings
 - Unsupported costs (lack of documentation)
 - Unreasonable use of funds
 - Questioned costs or required to return funds

5. Does your agency have staff primarily dedicated (>50%) to grants management activities?
 - Yes
 - No

Certification

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

| | |
|---|--------|
| Authorized Representative Signature: | Date: |
| Authorized Representative Printed Name: | Title: |
| Point of Contact Printed Name: | Title: |
| | Email: |



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "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 Justice 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 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, 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 of Lobbying Activities," 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 (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, 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 judgment 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (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 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

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: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

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

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

AUDIT CERTIFICATION

Federal Audit Requirements

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 2 CFR Part 200, Subpart F.

Subrecipients **MUST** email a copy of their audit report for each year they meet the funding threshold to: MSP-EMHSD-Audit@michigan.gov.

| I. Program Information | | | |
|--|-------------|-------|----------|
| Program Name | CFDA Number | | |
| II. Subrecipient Information | | | |
| Subrecipient Name | | | |
| Street Address | City | State | ZIP Code |
| III. Certification for Fiscal Year | | | |
| Subrecipient Fiscal Year Period: _____ to _____. | | | |
| <input type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program. | | | |
| <input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: A copy of the audit report will be submitted by email to: MSP-EMHSD-Audit@michigan.gov . | | | |
| Signature of Subrecipient's Authorized Representative | | | Date |

Email audit report to:
MSP-EMHSD-Audit@michigan.gov

Submit this completed audit certification form and return with your grant agreement.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |

| For this type of account: | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CISA SERVICES CERTIFICATION

State and Local Cybersecurity Grant Program (SLCGP) Requirements

Subrecipients of the Fiscal Year 2024 SLCGP are required to participate in free services and memberships offered by Cyber and Infrastructure Security Agency (CISA). All SLCGP subrecipients must participate in CISA Cyber Hygiene Services through the end of the performance period of the grant.

The FY 2024 SLCGP Notice of Funding Opportunity (NOFO) outlines additional services, memberships, and resources that are strongly encouraged or recommended. Please refer to the FY 2024 SLCGP NOFO for additional information.

| I. Program Information | | | |
|---|-----------------------|-------|----------|
| Program Name Fiscal Year (FY) 2024 State and Local Cybersecurity Grant Program | CFDA Number 97.137 | | |
| II. Subrecipient Information | | | |
| Subrecipient Name | | | |
| Street Address | City | State | ZIP Code |
| III. Certification for Participation in CISA Services | | | |
| Subrecipient Period of Performance: <u>January 22, 2026 to September 30, 2028</u> | | | |
| <input type="checkbox"/> I certify that my organization will participate in the CISA Cyber Hygiene Services from the time of receipt of funds throughout the remainder of the subrecipient grant performance period and I understand the Michigan State Police Emergency Management and Homeland Security Division has the right to request proof of participation. | | | |
| Signature of Subrecipient's Authorized Representative | | | Date |

Submit this completed CISA services certification form and return with your grant agreement.

Agreement Articles Applicable to Subrecipients

Fiscal Year 2024 State and Local Cybersecurity Grant Program

Unless specifically stated otherwise, all requirements that apply to grant recipients also apply to subrecipients. Subrecipients are expected to comply with the same rules, regulations, and obligations as recipients.

Article 1: Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2: General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3: Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4: Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5: Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6: Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7: Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8: Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9: Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial

status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10: Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11: Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12: Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13: Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14: Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

Article 15: E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article 16: Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 17: False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 18: Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 19: Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20: Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21: Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22: John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23: Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24: Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25: National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26: Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-

based organizations in individual DHS programs.

Article 27: Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28: Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29: Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30: Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31: Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32: Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 35: SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

Article 36: Terrorist Financing

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

Article 37: Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

Article 38: Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

Article 39: USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article 40: Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 41: Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42: Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the

FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders.

General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43: Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 44: Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 45: Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 46: Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47: Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48: Build America, Buy America (BABA) Act Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to the Build America, Buy America (BABA) Act must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABA.

Resolution #2026-###

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City of Lansing applied for funding under the Fiscal Year 2024 State and Local Cybersecurity Grant Program (SLCGP) administered by the Michigan Department of State Police, Emergency Management and Homeland Security Division; and

WHEREAS, the City of Lansing has been awarded \$140,250.00 under the FY 2024 SLCGP; and

WHEREAS, the grant period runs from January 22, 2026 through September 30, 2028; and

WHEREAS, the State of Michigan is providing the required 30% cost share on behalf of the City of Lansing, and no local match is required; and

WHEREAS, the funds will be used to support approved cybersecurity initiatives, including multifactor authentication and endpoint detection and response solutions; and

WHEREAS, the Administration and City Council recognize the importance of strengthening the City's cybersecurity posture and protecting critical infrastructure and municipal systems from cyber threats;

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the FY 2024 State and Local Cybersecurity Grant Program award in the amount of \$140,250.00;

BE IT FINALLY RESOLVED, that the Administration is authorized to receive the funds, create the necessary accounts, and make necessary transfers for administration in accordance with the requirements of the grantor.

INGHAM COUNTY
HOUSING TRUST FUND
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan (“County”) and **the CITY OF LANSING**, a Michigan municipal corporation, of 124 W. Michigan Ave., Lansing, MI 48933 (“Sponsor”).

WITNESSETH:

WHEREAS, the County has a Housing and Homeless Services Millage for the purpose of expanding and improving the quality of housing available to low- and moderate-income families, to prevent and reduce homelessness, to provide services to unhoused persons in Ingham County, and funding other housing programs; and

WHEREAS, Resolution #26-068 authorized \$76,500 of those millage funds to be granted to Sponsor to be made available to cover the costs associated with emergency hotel accommodations for unhoused individuals in the City of Lansing.

NOW, THEREFORE, the parties, for and in consideration of the promises and mutual obligations set forth below, agree as follows:

SECTION 1. PROJECT

Sponsor shall use the grant funds to cover the costs associated with emergency hotel accommodations and related expenses to provide short-term shelter and assist in locating permanent housing for unhoused individuals within the City of Lansing (“the Project”). Sponsor will determine eligibility for participation in the Project, prioritizing emergency hotel accommodations and housing costs for unhoused individuals displaced from encampments in Lansing. Sponsor shall begin and fully complete the Project as determined herein.

SECTION 2. SCHEDULE

Sponsor shall commence work on the Project on February 1, 2026, and shall complete its services for the Project by April 30, 2026. The Project shall be considered complete when all the necessary reports have been provided in compliance with the obligations in this Agreement.

SECTION 3. GRANT AMOUNT

Subject to the terms and conditions of this Agreement, the County shall grant to Sponsor the amount not to exceed **SEVENTY-SIX THOUSAND FIVE HUNDRED AND NO/100 (\$76,500.00) DOLLARS** (the “Grant”) as set forth in Section 4 of this Agreement.

SECTION 4. DISBURSEMENT OF GRANT PROCEEDS

Grant proceeds shall be disbursed to Sponsor in a total Award amount not to exceed the Grant unless expressly modified and approved in a written amendment to this Agreement. The total amount of the Grant Award shall be payable in one lump sum of Seventy-Six Thousand Five Hundred and 00/100 Dollars (\$76,500.00) upon complete execution of this Agreement.

SECTION 5. GRANT REQUIREMENTS

Sponsor shall comply with all requirements, terms and conditions of this Grant Agreement, and ensure that its HTF Grant-funded Program delivers services eligible for funding under the Ingham County Housing and Homeless Millage. All activities funded with HTF funds must meet the HTF program’s objective of providing benefit to low- and moderate-income households, i.e., households whose incomes are up to 120% of Area Median Income.

SECTION 6. REPORTING

Sponsor agrees to provide the County with one final Grant/financial close out report and narrative at the conclusion of the Project, due no later than May 15, 2026. Sponsor shall provide a financial narrative on all actual expenditures with accompanying documentation, using the format and due dates provided by the Ingham County Housing Trust Fund. Sponsor provide other reports and supplemental information as may be required by the County.

SECTION 7. ASSIGNABILITY

The Sponsor shall NOT assign or transfer interest in this Agreement without prior written consent of the County.

SECTION 8. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of Sponsor and County. When used in the Agreement, the terms “County” and “Sponsor” shall include any successors and permitted assigns, or any permitted entity designated by either party to carry out the obligations of that party regarding the Project.

SECTION 9. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Sponsor shall comply with all applicable federal, state and local laws, ordinances, regulations and administrative rulings.

SECTION 10. REMEDIES

If the Sponsor fails to fulfill in a timely and proper manner any term or condition contained in the Agreement, the County shall have the right to exercise concurrently or successively any one or more of the following rights or remedies. The County shall give the Sponsor written notice of the Sponsor’s failure or violation and the Sponsor shall have thirty (30) days to remedy the failure or violation. However, if the Sponsor knows of the failure or violation, the Sponsor shall have thirty (30) days from the date the failure

or violation became known to it to remedy that failure or violation and written notice by the County shall not be necessary.

The County shall have the right to exercise concurrently or successively any one or more of its legal or equitable remedies including:

- A. Wholly or partially suspend this Agreement and the rights given to Sponsor in it;
- B. Temporarily or permanently withhold or reduce funds not yet paid to the Sponsor;
- C. Disallow all or part of the cost of noncompliant activity.

If the County chooses any of the remedies outlined, that remedy is effective immediately upon notice to Sponsor of the remedy chosen by the County.

No waiver shall be valid unless reduced to writing and signed by an officer of the County empowered to execute the waiver.

Sponsor shall pay all fees, expenses and charges incurred by the County in the enforcement of this Agreement and the exercise of any of its rights or remedies, including the fees and out-of-pocket expenses of legal counsel employed by the County.

SECTION 11. REPAYMENT OF FUNDS

The Sponsor shall repay any Grant funds disbursed for the Project to the County if the Project is terminated before its completion for any reason.

SECTION 12. FAILURE TO INVOKE REMEDIES IS NOT A WAIVER

No failure of the County to enforce its rights, remedies or options shall be inferred to be a waiver of any of its rights, remedies, or options hereunder or at law and it may at any time, enforce any or all of its rights, remedies, and options.

SECTION 13. DISCLAIMER OF RELATIONSHIPS

Sponsor acknowledges that nothing contained in this Agreement or any act of the County shall be deemed or construed by Sponsor to create any relationship of third-party beneficiary, or principal and agent, or limited or general partnership, or joint venture or of any association or relationship involving the County.

SECTION 14. NO ORAL REPRESENTATIONS

All of the terms and conditions of the Agreement between the parties are stated in the Agreement.

SECTION 15. PARTIAL INVALIDITY

A provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions, and those other provisions shall remain in full force and effect.

SECTION 16. AMENDMENTS

This Agreement may be amended only by written agreement of both parties hereto.

SECTION 17. TERMINATION AND CANCELLATION

The Sponsor understands and agrees that the County may at a later time determine that a Sponsor is not in compliance with the terms of this Agreement. In such case, the County may terminate the Grant Award. Upon termination, the Sponsor must return all Grant Award funds previously disbursed but not utilized. If the Sponsor wishes to cancel the Project, the Sponsor may submit a written request to the County requesting that the County approve the termination of the Grant Award. If the County grants the request, the Sponsor must return all Grant Award funds previously disbursed.

- A. The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sponsor to permit public access to any document, paper, letter, or other material subject to disclosure.
- B. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sponsor with thirty (30) calendar days prior written notice.
- C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- D. In the event this Agreement is terminated, the Sponsor will not incur new obligations for the terminated portion of the Agreement after the Sponsor has received the notification of termination. The Sponsor will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sponsor shall not be relieved of liability to the County because of any breach of Agreement by the Sponsor. The County may, to the extent authorized by law, withhold payments to the Sponsor for the purpose of set-off until the exact amount of damages due the County from the Sponsor is determined.

SECTION 18. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Michigan. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall

be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement. Venue for any action will be in the state or federal courts for Ingham County, Michigan.

SECTION 19. NONDISCRIMINATION

The Sponsor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Sponsor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Sponsor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Sponsor.

SECTION 20. COMPLIANCE WITH STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

The Sponsor shall comply with the County's policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners' Resolution No. 25-131, a copy of which is labeled Attachment A and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

SECTION 21. COMPLIANCE WITH COUNTY'S PURCHASING REQUIREMENTS REGARDING LABOR, EMPLOYMENT, AND ENVIRONMENTAL LAWS AND REGULATIONS

The Sponsor, by its entry into this Agreement, certifies that it shall comply with the County's Purchasing Policy requirements that vendors doing business with the County comply with labor, employment, and environmental laws and regulations. A summary of said Purchasing Policy, which was adopted by the Ingham County Board of Commissioners in Resolution No. 20-186, is attached to this Agreement, labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and is made a part hereof. Breach of the Purchasing Policy requirements set forth in

Attachment B shall be a material breach of this Agreement and shall subject the Sponsor to the penalties set forth in said policies.

SECTION 22. NOTICES

A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if mailed by certified U.S. Mail, FedEx, or UPS with postage prepaid, to Sponsor or the County at the addresses set forth below or to any different address which either of the parties may designate in writing:

Grantor

Diana Bartlett
Ingham County
Housing Trust Fund Coordinator
341 Jefferson St.
Mason, MI 48854
517-676-7307
DBartlett@Ingham.org

Recipient

Finance Department
City of Lansing
124 W. Michigan Ave., 8th Fl.
Lansing, MI 48933
517-483-4500

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto set their hands through their duly authorized representatives, as of the day and year written below.

CITY OF LANSING

By: _____
Andy Schor, Mayor

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing Agreement was acknowledged before me in Ingham County, Michigan, this ____ day of _____, 2026, by Andy Schor, Mayor, on behalf of the City of Lansing.

Notary Public
Ingham County, MI
My Commission Expires:
Acting in the County of Ingham

INGHAM COUNTY

By: _____
Ryan Sebolt, Chairperson
Board of Commissioners

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing Agreement was acknowledged before me in Ingham County, Michigan, this ____ day of _____, 2026, by Ryan Sebolt, Chairperson of the Ingham County Board of Commissioners, on behalf of the County.

Notary Public
Ingham County, MI
My Commission Expires:
Acting in the County of Ingham

APPROVED AS TO LEGAL FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: Timothy M. Perrone 2/13/2026

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ATTACHMENT A

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND RESOLUTION #15-459 AUTHORIZING STANDARDS OF CONDUCT
FOR INGHAM COUNTY VENDORS**

RESOLUTION #25 – 131

WHEREAS, the Ingham County Board of Commissioners (“Board”) purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, through the passage of Resolution #15-459 authorizing *Standards of Conduct for Ingham County Vendors*, the Board committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, some vendors may have internal Standards of Conduct that adequately meet the requirements contained in the County’s *Standards of Conduct for Ingham County Vendors* and may wish to utilize those standards as opposed to agreeing to the County’s; and

WHEREAS, to address this issue, the following language is proposed to be added to the *Standards of Conduct for Ingham County Vendors*:

A vendor may submit their own standards of conduct for review if they choose not to accept the County’s. The vendor’s standards of conduct shall be reviewed by the County to determine if they adequately meet the requirements contained in the County’s *Standards of Conduct for Ingham County Vendors* policy. The acceptance of the vendor’s Standards of Conduct as a substitute for the County’s Standards of Conduct shall be at the sole discretion of the County. If the vendor’s standards of conduct are accepted, the vendor shall notify the Ingham County Purchasing Department in writing of any changes to the vendor’s standards of conduct policies and provide the County’s Purchasing Department with a copy of vendor’s revised standards of conduct for review by the County and a determination as to their acceptability. Failure by the vendor to notify the County of changes in its standards of conduct policies may be a breach of any agreement the vendor may have with the County and subject to termination.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby amends Resolution #15-459 to adopt the changes proposed to the attached *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES: Yeas: Lawrence, Pratt, Grebner, Sebolt, Maiville

Nays: None

Absent: Peña, Johnson

Approved 03/18/25

Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or the Director, Board of Commissioners Office at (517) 676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or the Director, Board of Commissioners Office at (517) 676-7200.

Exception

A vendor may submit their own standards of conduct for review if they choose not to accept the County's. The vendor's standards of conduct shall be reviewed by the County to determine if they adequately meet the requirements contained in the County's Standards of Conduct for Ingham County Vendors policy. The acceptance of the vendor's Standards of Conduct as a substitute for the County's Standards of Conduct shall be at the sole discretion of the County. If the vendor's standards of conduct are accepted, the vendor shall notify the Ingham County Purchasing Department in writing of any changes to the vendor's standards of conduct policies and provide the County's Purchasing Department with a copy of vendor's revised standards of conduct for review by the County and a determination as to their acceptability. Failure by the vendor to notify the County of changes in its standards of conduct policies may be a breach of any agreement the vendor may have with the County and subject to termination.

ATTACHMENT B

Compliance with Ingham County Purchasing Policy

All vendors, as a condition for registering to do business with the County, shall self-certify to the County regarding any violations of environmental, labor, and employment laws and regulations of the State of Michigan or any other regulatory agency, including, but not limited to, the following:

- The potential vendor's history of compliance with labor and employment laws and regulations, including the Workforce Opportunity Wage Act, MCL 408.411 et seq., the Fair Labor Standards Act of 1938, 29 USC 201 et seq., and the National Labor Relations Act, 29 USC 151 et seq.; and
- The potential vendor's environmental track record and sustainability practices, including the potential vendor's history of compliance with environmental laws and regulations such as the Natural Resources and Environmental Protection Act, MCL 324.101 et seq., the Clean Water Act, 33 USC 1251 et seq., and the Clean Air Act, 42 USC 7401 et seq.

All vendors shall notify the Purchasing Department of any subsequent violation of this Policy within ten (10) years after becoming a vendor; failure to do so may result in the vendor being barred from doing business with the County for a period of up to five (5) years.

A local vendor claiming the local purchasing preference in accordance with the Local Purchasing Preference Policy, may not be afforded the preference if it is verifiably proven that the local vendor is found to have violated any provisions of this amended policy.

If it is discovered that a vendor performing work under a contract with the County is in violation of this policy, that vendor shall be found to have committed a material breach of the contract and that vendor shall make restitution payment to the County in the amount of \$500 per day for every day that the violation occurred since signing the contract. Upon being notified in writing by the County of violating this policy, vendors who do not agree to make such restitution shall be barred from doing business with the County for a period of not less than ten (10) years. The vendor may appeal any such decision to the Ingham County Board of Commissioners who shall have the final say in all matters and appeals.



LANSING CITY COUNCIL

FY26 GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE: - 3/23/2025
GRANT NAME: - Housing Trust Fund – Emergency Hoteling
GRANT AGENCY: - Ingham County
ASSISTANCE LISTING (CDFA): - N/A
DEPARTMENT: - HRCS
CONTACT NAME: - Delvata Moses
CONTACT PHONE: - 517-483-4482
GRANT PERIOD START: - 2/1/2026
GRANT PERIOD END: - 4/30/2026
APPLICATION DATE: - January 2026
AWARD DATE: - 2/13/2026
TOTAL AMOUNT: - \$76,500
ADMINISTRATIVE COST RECOVERY AMOUNT: - \$0

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

Funds will be used to cover the costs associated with emergency hotel accommodations and related expenses to provide short-term shelter and assist in locating permanent housing for unhoused individuals within the City of Lansing, prioritizing those unhoused individuals displaced from encampments in Lansing



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: March 6, 2026

GRANT NAME: Ingham County Trust Fund Grant Agreement Housing Millage - Hoteling

DEPARTMENT: Human Relations & Community Service

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Daniel Spencer daniel.spencer@lansingmi.gov 517-483-4155

APPLICATION DATE: n/a AWARD DATE: February 10, 2026

GRANT CYCLE: February 1, 2026 to April 30, 2026

Check One: Annual One-Time

FUND AMOUNT: 76,500 (Breakdown below should total this amount)

GOODS & SERVICES \$76,500

PERSONNEL

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training) \$0.00

CITY MATCH (IF APPLICABLE): \$0

GRANT PAYS FOR: Extended hotel stays for unhoused individuals within the City of Lansing.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

To cover the costs associated with emergency hotel accommodation for unhoused individuals within the City of Lansing.
Ingham County Board of Commissioners Resolution #26-068



LANSING CITY COUNCIL

FY25 GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE: - 3/06/2026
GRANT NAME: - Ingham County Trust Fund Grant Agreement Housing Millage - Hoteling
GRANT AGENCY: - Ingham County Michigan
ASSISTANCE LISTING (CDFR): - N/A
DEPARTMENT: - Human Relations & Community Service
CONTACT NAME: - Daniel Spencer
CONTACT PHONE: - 517-483-4155
GRANT PERIOD START: - 2/1/2026
GRANT PERIOD END: - 4/30/2026
APPLICATION DATE: - n/a
AWARD DATE: - 2/10/2026
TOTAL AMOUNT: - \$76,500
ADMINISTRATIVE COST RECOVERY AMOUNT: N/A

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

To cover the costs associated with emergency hotel accommodation for unhoused individuals within the City of Lansing. Ingham County Board of Commissioners Resolution #26-068

Introduced by the Human Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE \$76,500 IN HOUSING & HOMELESS MILLAGE FUND 216 TO THE CITY OF LANSING TO EXTEND SHORT-TERM HOTELING AVAILABLE FOR UNHOUSED INDIVIDUALS IN THE CITY OF LANSING

RESOLUTION #26 – 068

WHEREAS, there is an urgent and ongoing need for safe housing and supportive services for individuals experiencing homelessness in our community; and

WHEREAS, City of Lansing Human Relations and Community Services Department (HRCS) is currently providing funding and coordination for 25 hotel rooms for residents displaced from the Dietrich Park encampments in Lansing for a six-week period that will be ending January 30th; and

WHEREAS, multiple support programs are working to provide participants with meals, harm reduction, and housing navigation services; and

WHEREAS, support programs have expressed the need for additional time to track measurable progress in moving participants towards an active housing plan with movement toward stable housing; and

WHEREAS, extending the hotel stays for individuals displaced from encampments working toward measurable housing stability goals would require \$76,500 to cover the cost of 25 rooms for an additional 6 weeks; and

WHEREAS, supporting individuals in achieving long-term housing stability aligns with the goals and intended purpose of the Housing & Homeless Millage as approved by Ingham County voters; and

WHEREAS, the Ingham County Housing Trust Fund Committee has recommended the authorization of up to \$76,500 in Housing & Homeless Millage funds to support extended hotel stays for unhoused individuals within the city of Lansing.

THEREFORE, BE IT RESOLVED, that Ingham County Board of Commissioners hereby authorize the use of \$76,500 in Housing Millage funds (Fund 216) to enter into an agreement with the City of Lansing to pay for extended hotel stays for unhoused individuals within the city of Lansing.

BE IT FURTHER RESOLVED, that the Controller/Administrator will ensure that the use of funds are eligible for Ingham County Housing & Homeless millage funds

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget transfers and changes to the administrative costs as authorized by this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Ruest, Schafer
Nays: None **Absent:** Willis **Approved 02/02/26**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Pratt, Maiville
Nays: None **Absent:** None **Approved 02/04/26**

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Ingham County Board of Commissioners allocated \$76,500 in 2025 Housing and Homeless Millage funds on February 13, 2026 to the City of Lansing to cover the costs associated with emergency hotel accommodations and related expenses to provide short-term shelter and assist in locating permanent housing for unhoused individuals within the City of Lansing, prioritizing those unhoused individuals displaced from encampments in Lansing; and

WHEREAS, Ingham County prepared a grant agreement and proposed it to the City of Lansing on February 1, 2026 for a total award amount of \$76,500.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves the acceptance of the Ingham County funds in the amount of \$76,500.

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary transfers for administration in accordance with the requirements of the grantor.



LANSING CITY COUNCIL

FY26 GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE: - 3/25/2026
GRANT NAME: - 2024 & 2025 Housing Trust Fund - ModPods
GRANT AGENCY: - Ingham County
ASSISTANCE LISTING (CDFR): - N/A
DEPARTMENT: - HRCS
CONTACT NAME: - Delvata Moses
CONTACT PHONE: - 517-483-4482
GRANT PERIOD START: - 7/1/2025
GRANT PERIOD END: - 6/30/2027
APPLICATION DATE: - September 2025
AWARD DATE: - 12/11/2025
TOTAL AMOUNT: - \$600,000
ADMINISTRATIVE COST RECOVERY AMOUNT: - \$0

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

Funds will be used to support the acquisition and setup of the ModPod units, including expenses related to site acquisition and preparation and other activities associated with the setup of transitional housing and supportive services for unhoused individuals within the city of Lansing.

INGHAM COUNTY
HOUSING TRUST FUND
GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan (“County”) and **the CITY OF LANSING**, a Michigan municipal corporation, of 124 W. Michigan Ave., Lansing, MI 48933 (“Sponsor”).

WITNESSETH:

WHEREAS, the County has a Housing and Homeless Services Millage for the purpose of expanding and improving the quality of housing available to low- and moderate-income families, to prevent and reduce homelessness, to provide services to unhoused persons in Ingham County, and funding other housing programs; and

WHEREAS, the Ingham County Board of Commissioners has allocated Housing Millage funds in the amount of \$1,000,000 to fund supportive services and programs for families and individuals experiencing or at risk of homelessness, by way of grants issued through the Ingham County Housing Trust Fund (HTF); and

WHEREAS, Resolution #25-420 authorized \$600,000 of those funds to be granted to Sponsor to be made available to vulnerable families within Ingham County facing housing instability.

NOW, THEREFORE, the parties, for and in consideration of the promises and mutual obligations set forth below, agree as follows:

SECTION 1. PROJECT

Sponsor shall engage staffing and provide administrative services for the purchase, storage, and assembly of modular pods for transitional housing at location(s) to be determined by the Sponsor (the “Project”) according to the terms of this Agreement. The Project includes the acquisition of 50 modular pods, site acquisition, site preparation, and other activities associated with the setup of transitional housing and supportive services for unhoused individuals within the City of Lansing. All purchased pods must be installed and operational no later than June 20, 2027, and must remain operational for a period of no less than five years. Sponsor shall begin and fully complete the Project as determined herein.

SECTION 2. SCHEDULE

Sponsor shall commence work on the Project on July 1, 2025, and shall complete its services for the Project by June 30, 2027. Sponsor shall use its best efforts to complete the Project with the diligence required to ensure its completion by the stated deadline. The Project shall be considered complete when all the necessary reports have been provided in compliance with the obligations in this Agreement.

SECTION 3. GRANT AMOUNT

Subject to the terms and conditions of this Agreement, the County shall grant to Sponsor the amount not to exceed **SIX HUNDRED THOUSAND AND NO/100 (\$600,000.00) DOLLARS** (the “Grant”) as set forth in Section 4 of this Agreement.

SECTION 4. DISBURSEMENT OF GRANT PROCEEDS

Grant proceeds shall be disbursed to Sponsor in installments of a total Award amount not to exceed the Grant unless expressly modified and approved in a written amendment to this Agreement. Payments will be as follows:

- A. The first payment of the Grant shall be payable in one lump sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) upon complete execution of this Agreement.
- B. The remaining portion of the Grant, in the amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) shall be paid upon successful reporting and expenditure of the previous disbursement.

SECTION 5. GRANT REQUIREMENTS

Sponsor shall comply with all requirements, terms and conditions of this Grant Agreement, and ensure that its HTF Grant-funded Program delivers services eligible for funding under the Ingham County Housing and Homeless Millage. All activities funded with HTF funds must meet the HTF program’s objective of providing benefit to low- and moderate-income households, i.e., households whose incomes are up to 120% of Area Median Income.

SECTION 6. REPORTING

Sponsor agrees to provide the County with quarterly progress reports, due 15 days following the end of the quarter, being April 15, July 15, October 15, and January 15 of each year. Sponsor shall provide a financial narrative on all actual expenditures with accompanying documentation every quarter, using the format and due dates provided by the Ingham County Housing Trust Fund. Sponsor will provide a quarterly financial status update. Sponsor will provide a Grant/financial close out report and narrative in a final report at the conclusion of the Project. Sponsor shall provide other reports and supplemental information as may be required by the County.

SECTION 7. ASSIGNABILITY

The Sponsor shall NOT assign or transfer interest in this Agreement without prior written consent of the County.

SECTION 8. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of Sponsor and County. When used in the Agreement, the terms “County” and “Sponsor” shall include any successors and permitted

assigns, or any permitted entity designated by either party to carry out the obligations of that party regarding the Project.

SECTION 9. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Sponsor shall comply with all applicable federal, state and local laws, ordinances, regulations and administrative rulings.

SECTION 10. REMEDIES

If the Sponsor fails to fulfill in a timely and proper manner any term or condition contained in the Agreement, the County shall have the right to exercise concurrently or successively any one or more of the following rights or remedies. The County shall give the Sponsor written notice of the Sponsor’s failure or violation and the Sponsor shall have thirty (30) days to remedy the failure or violation. However, if the Sponsor knows of the failure or violation, the Sponsor shall have thirty (30) days from the date the failure or violation became known to it to remedy that failure or violation and written notice by the County shall not be necessary.

The County shall have the right to exercise concurrently or successively any one or more of its legal or equitable remedies including:

- A. Wholly or partially suspend this Agreement and the rights given to Sponsor in it;
- B. Temporarily or permanently withhold or reduce funds not yet paid to the Sponsor;
- C. Disallow all or part of the cost of noncompliant activity.

If the County chooses any of the remedies outlined, that remedy is effective immediately upon notice to Sponsor of the remedy chosen by the County.

No waiver shall be valid unless reduced to writing and signed by an officer of the County empowered to execute the waiver.

Sponsor shall pay all fees, expenses and charges incurred by the County in the enforcement of this Agreement and the exercise of any of its rights or remedies, including the fees and out-of-pocket expenses of legal counsel employed by the County.

SECTION 11. REPAYMENT OF FUNDS

The Sponsor shall repay any Grant funds disbursed for the Project to the County if the Project is terminated before its completion for any reason.

SECTION 12. FAILURE TO INVOKE REMEDIES IS NOT A WAIVER

No failure of the County to enforce its rights, remedies or options shall be inferred to be a waiver of any of its rights, remedies, or options hereunder or at law and it may at any time, enforce any or all of its rights, remedies, and options.

SECTION 13. DISCLAIMER OF RELATIONSHIPS

Sponsor acknowledges that nothing contained in this Agreement or any act of the County shall be deemed or construed by Sponsor to create any relationship of third-party beneficiary, or principal and agent, or limited or general partnership, or joint venture or of any association or relationship involving the County.

SECTION 14. NO ORAL REPRESENTATIONS

All of the terms and conditions of the Agreement between the parties are stated in the Agreement.

SECTION 15. PARTIAL INVALIDITY

A provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provisions, and those other provisions shall remain in full force and effect.

SECTION 16. AMENDMENTS

This Agreement may be amended only by written agreement of both parties hereto.

SECTION 17. TERMINATION AND CANCELLATION

The Sponsor understands and agrees that the County may at a later time determine that a Sponsor is not in compliance with the terms of this Agreement. In such case, the County may terminate the Grant Award. Upon termination, the Sponsor must return all Grant Award funds previously disbursed but not utilized. If the Sponsor wishes to cancel the Project, the Sponsor may submit a written request to the County requesting that the County approve the termination of the Grant Award. If the County grants the request, the Sponsor must return all Grant Award funds previously disbursed.

- A. The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sponsor to permit public access to any document, paper, letter, or other material subject to disclosure.
- B. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sponsor with thirty (30) calendar days prior written notice.
- C. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

- D. In the event this Agreement is terminated, the Sponsor will not incur new obligations for the terminated portion of the Agreement after the Sponsor has received the notification of termination. The Sponsor will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sponsor shall not be relieved of liability to the County because of any breach of Agreement by the Sponsor. The County may, to the extent authorized by law, withhold payments to the Sponsor for the purpose of set-off until the exact amount of damages due the County from the Sponsor is determined.

SECTION 18. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Michigan. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement. Venue for any action will be in the state or federal courts for Ingham County, Michigan.

SECTION 19. NONDISCRIMINATION

The Sponsor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Sponsor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Sponsor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Sponsor.

SECTION 20. COMPLIANCE WITH STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

The Sponsor shall comply with the County's policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners' Resolution No. 25-131, a copy of

which is labeled Attachment A and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

SECTION 21. COMPLIANCE WITH COUNTY’S PURCHASING REQUIREMENTS REGARDING LABOR, EMPLOYMENT, AND ENVIRONMENTAL LAWS AND REGULATIONS

The Sponsor, by its entry into this Agreement, certifies that it shall comply with the County’s Purchasing Policy requirements that vendors doing business with the County comply with labor, employment, and environmental laws and regulations. A summary of said Purchasing Policy, which was adopted by the Ingham County Board of Commissioners in Resolution No. 20-186, is attached to this Agreement, labeled Attachment B. The attached Attachment B is incorporated by reference into this Agreement and is made a part hereof. Breach of the Purchasing Policy requirements set forth in Attachment B shall be a material breach of this Agreement and shall subject the Sponsor to the penalties set forth in said policies.

SECTION 22. NOTICES

A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if mailed by certified U.S. Mail, FedEx, or UPS with postage prepaid, to Sponsor or the County at the addresses set forth below or to any different address which either of the parties may designate in writing:

Grantor

Diana Bartlett
Ingham County
Housing Trust Fund Coordinator
341 Jefferson St.
Mason, MI 48854
517-676-7307
DBartlett@Ingham.org

Recipient

Finance Department
City of Lansing
124 W. Michigan Ave., 8th Fl.
Lansing, MI 48933
517-483-4500

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto set their hands through their duly authorized representatives, as of the day and year written below.

CITY OF LANSING

By: _____
Andy Schor, Mayor

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing Agreement was acknowledged before me in Ingham County, Michigan, this ____ day of _____, 2025, by Andy Schor, Mayor, on behalf of the City of Lansing.

Notary Public, Ingham County, MI
My Commission Expires:
Acting in the County of Ingham

INGHAM COUNTY

By: _____
Ryan Sebolt, Chairperson
Board of Commissioners

STATE OF MICHIGAN)
COUNTY OF INGHAM)

The foregoing Agreement was acknowledged before me in Ingham County, Michigan, this ____ day of _____, 2025, by Ryan Sebolt, Chairperson of the Ingham County Board of Commissioners, on behalf of the County.

Notary Public, Ingham County, MI
My Commission Expires:
Acting in the County of Ingham

APPROVED AS TO LEGAL FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: Timothy M. Perrone 12/11/2025

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ATTACHMENT A

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #15-459 AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

RESOLUTION #25 – 131

WHEREAS, the Ingham County Board of Commissioners (“Board”) purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, through the passage of Resolution #15-459 authorizing *Standards of Conduct for Ingham County Vendors*, the Board committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, some vendors may have internal Standards of Conduct that adequately meet the requirements contained in the County’s *Standards of Conduct for Ingham County Vendors* and may wish to utilize those standards as opposed to agreeing to the County’s; and

WHEREAS, to address this issue, the following language is proposed to be added to the *Standards of Conduct for Ingham County Vendors*:

A vendor may submit their own standards of conduct for review if they choose not to accept the County’s. The vendor’s standards of conduct shall be reviewed by the County to determine if they adequately meet the requirements contained in the County’s *Standards of Conduct for Ingham County Vendors* policy. The acceptance of the vendor’s Standards of Conduct as a substitute for the County’s Standards of Conduct shall be at the sole discretion of the County. If the vendor’s standards of conduct are accepted, the vendor shall notify the Ingham County Purchasing Department in writing of any changes to the vendor’s standards of conduct policies and provide the County’s Purchasing Department with a copy of vendor’s revised standards of conduct for review by the County and a determination as to their acceptability. Failure by the vendor to notify the County of changes in its standards of conduct policies may be a breach of any agreement the vendor may have with the County and subject to termination.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby amends Resolution #15-459 to adopt the changes proposed to the attached *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES: Yeas: Lawrence, Pratt, Grebner, Sebolt, Maiville

Nays: None

Absent: Peña, Johnson

Approved 03/18/25

Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or the Director, Board of Commissioners Office at (517) 676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County

Controller/Administrator at (517) 676-7203 or the Director, Board of Commissioners Office at (517) 676-7200.

Exception

A vendor may submit their own standards of conduct for review if they choose not to accept the County's. The vendor's standards of conduct shall be reviewed by the County to determine if they adequately meet the requirements contained in the County's Standards of Conduct for Ingham County Vendors policy. The acceptance of the vendor's Standards of Conduct as a substitute for the County's Standards of Conduct shall be at the sole discretion of the County. If the vendor's standards of conduct are accepted, the vendor shall notify the Ingham County Purchasing Department in writing of any changes to the vendor's standards of conduct policies and provide the County's Purchasing Department with a copy of vendor's revised standards of conduct for review by the County and a determination as to their acceptability. Failure by the vendor to notify the County of changes in its standards of conduct policies may be a breach of any agreement the vendor may have with the County and subject to termination.

ATTACHMENT B

Compliance with Ingham County Purchasing Policy

All vendors, as a condition for registering to do business with the County, shall self-certify to the County regarding any violations of environmental, labor, and employment laws and regulations of the State of Michigan or any other regulatory agency, including, but not limited to, the following:

- The potential vendor's history of compliance with labor and employment laws and regulations, including the Workforce Opportunity Wage Act, MCL 408.411 et seq., the Fair Labor Standards Act of 1938, 29 USC 201 et seq., and the National Labor Relations Act, 29 USC 151 et seq.; and
- The potential vendor's environmental track record and sustainability practices, including the potential vendor's history of compliance with environmental laws and regulations such as the Natural Resources and Environmental Protection Act, MCL 324.101 et seq., the Clean Water Act, 33 USC 1251 et seq., and the Clean Air Act, 42 USC 7401 et seq.

All vendors shall notify the Purchasing Department of any subsequent violation of this Policy within ten (10) years after becoming a vendor; failure to do so may result in the vendor being barred from doing business with the County for a period of up to five (5) years.

A local vendor claiming the local purchasing preference in accordance with the Local Purchasing Preference Policy, may not be afforded the preference if it is verifiably proven that the local vendor is found to have violated any provisions of this amended policy.

If it is discovered that a vendor performing work under a contract with the County is in violation of this policy, that vendor shall be found to have committed a material breach of the contract and that vendor shall make restitution payment to the County in the amount of \$500 per day for every day that the violation occurred since signing the contract. Upon being notified in writing by the County of violating this policy, vendors who do not agree to make such restitution shall be barred from doing business with the County for a period of not less than ten (10) years. The vendor may appeal any such decision to the Ingham County Board of Commissioners who shall have the final say in all matters and appeals.



LANSING CITY COUNCIL

FY25 GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE: - 3/06/2026

GRANT NAME: - Ingham County Trust Fund Grant Agreement Housing Millage - Pods

GRANT AGENCY: - Ingham County Michigan

ASSISTANCE LISTING (CDFA): - N/A

DEPARTMENT: - Human Relations & Community Service

CONTACT NAME: - Daniel Spencer

CONTACT PHONE: - 517-483-4155

GRANT PERIOD START: - 7/1/2025

GRANT PERIOD END: - Five years after pods are installed and operational

APPLICATION DATE: - n/a

AWARD DATE: - 9/23/2025

TOTAL AMOUNT: - \$600,000

ADMINISTRATIVE COST RECOVERY AMOUNT: N/A

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

The acquisition of 50 modular pods, site acquisition, site preparation, and other activities associated with the setup of transitional housing and supportive services for unhoused individuals within the City of Lansing. Authorized by Ingham County Board of Commissioners Resolution #25-420

Introduced by the County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE \$400,000 IN 2024 HOUSING & HOMELESS MILLAGE AND \$200,000 IN 2025 HOUSING & HOMELESS MILLAGE FUND 216 TO THE CITY OF LANSING FOR ACQUISITION, SITE PREPARATION, AND OTHER ACTIVITIES ASSOCIATED WITH THE SETUP OF 50 MODULAR PODS TO BE USED TO PROVIDE TRANSITIONAL HOUSING AND SUPPORTIVE SERVICES FOR UNHOUSED INDIVIDUALS IN THE CITY OF LANSING

RESOLUTION #25 – 420

WHEREAS, the City of Lansing has approved the purchase of 50 ModPods—modular transitional housing units—to provide safe, dignified shelter and connect unhoused individuals with wraparound supportive services; and

WHEREAS, there is an urgent and ongoing need for safe housing and supportive services for individuals experiencing homelessness in our community; and

WHEREAS, the proposed project aligns with the goals and intended purpose of the Housing & Homeless Millage as approved by Ingham County voters; and

WHEREAS, the Ingham County Housing Trust Fund Committee has recommended the authorization of up to \$600,000 in Housing & Homeless Millage funds to support the acquisition and setup of the ModPod units, including expenses related to site acquisition and preparation.

THEREFORE BE IT RESOLVED, that Ingham County Board of Commissioners hereby authorize the use of \$400,000 in 2024 Housing Millage funds and \$200,000 of in 2025 Housing Millage funds (Fund 216) to enter into an agreement with the City of Lansing to aid in the acquisition of 50 Modular Pods, site acquisition, site preparation, and other activities associated with the setup of transitional housing and supportive services for unhoused individuals within the city of Lansing.

BE IT FURTHER RESOLVED, that the Controller/Administrator will ensure that the use of funds is eligible for Ingham County Housing & Homeless millage funds

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget transfers and changes to the administrative costs as authorized by this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Lawrence, Pratt, Grebner, Sebolt, Peña, Maiville
Nays: None **Absent:** Johnson **Approved 09/16/25**

FINANCE: Yeas: Morgan, Grebner, Sebolt, Polsdofer, Cahill, Maiville, Ruest
Nays: None **Absent:** Tennis **Approved 09/17/25**

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Ingham County Board of Commissioners allocated \$400,000 in 2024 Housing and Homeless Millage and \$200,000 in 2025 Housing and Homeless Millage funds on September 23, 2025 to the City of Lansing for the acquisition, site preparation, and other activities associated with the setup of 50 Modular Pods to be used for unhoused individuals in the City of Lansing; and

WHEREAS, Ingham County prepared a grant agreement and proposed it to the City of Lansing on December 11, 2025 for a total award amount of \$600,000.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves the acceptance of the Ingham County funds in the amount of \$600,000.

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make necessary transfers for administration in accordance with the requirements of the grantor.

**Department of Economic
Development and Planning**
Rawley Van Fossen, Director



Community Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040 – FAX: 517.483.6036
www.lansingmi.gov/development

MEMORANDUM

TO: Rawley Van Fossen, Director
FROM: Erin Buitendorp, Community Development Manager
DATE: 3/16/2026
SUBJECT: Lansing City Council Grant Information Form

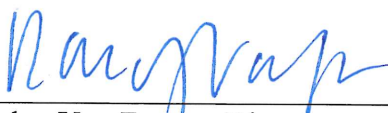
The attached documents enclosed are to accept the FY 2025 U.S. Department of Housing and Urban Development's (HUD) Office of Lead Hazard Control and Health Homes – Lead Hazard Reduction Grant for the next Lead-Safe Lansing, Phase 5 program for a total of \$6,872,347.31. The funding for lead hazard reduction will contribute to HUD's overall effort to make homes safer and healthier for children and their families.

The City of Lansing, Community Development Office has committed to completing 120 remediated units over the span of 4 years.

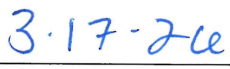
The period of performance will be March 2, 2026, to March 1, 2030, for a total of 48 months.

The cost-share (match) responsibility for the City of Lansing is \$687,234.73, which is 10 % of the total grant award. The cost-share (match) is already accounted for and budgeted within our annual Community Development Block Grant (CDBG) allocation. Match expenses primarily will include staff salaries and program outreach.

The City will not request reimbursement or receive any grant funds prior to July 1, 2026, and ensuring that any administrative or marketing expenses incurred before that date are limited to the approved cost-share funding that has already been allocated by Council.



Rawley Van Fossen, Director



Date



LANSING CITY COUNCIL
FY26 GRANT INFORMATION FORM
(Required for all grant applications and acceptances)

PREFERRED REFERRAL DATE:

GRANT NAME: Lead Hazard Reduction Grant Program

GRANT AGENCY: US Department of Housing and Urban Development, Office of Lead Hazard Control and Healthy Homes

ASSISTANCE LISTING (CDEA): 14.900; Opportunity Number: FR-6900-N-13

DEPARTMENT: Economic Development and Planning

CONTACT NAME: Erin Buitendorp, Community Development Manager

CONTACT PHONE: 517-483-4050; erin.buitendorp@lansingmi.gov

GRANT PERIOD START: March 2, 2026

GRANT PERIOD END: March 1, 2030

APPLICATION DATE: August 14, 2025

AWARD DATE: September 30, 2025

TOTAL AMOUNT: \$ 6,872,347.31

ADMINISTRATIVE COST RECOVERY AMOUNT: \$687,234.73

SUMMARY OF GRANT PURPOSE AND ALLOWABLE USES:

The purpose of the LHR grant program is to maximize the number of children under the age of six protected from lead poisoning by assisting states, cities, counties/parishes, Native American Tribes or other units of local government in undertaking comprehensive programs to identify and control lead-based paint hazards in eligible privately-owned rental or owner-occupied housing populations.

Administrative Costs, as described in the OLHCHH Policy Guidance 2015-01, may not exceed 10% of the grant award. Lead Hazard Control Costs, awardees are to expend not less than 65% of the federal award on direct lead hazard control activities. Funds must only be used under this grant program to provide assistance for pre-1978, privately

Continued on next page

owned housing that is not federally assisted and that meets the following criteria: For rental housing, at least 50% of the units must be occupied by or made available to families with incomes at or below 50% of the AMI level and the remaining units, must be occupied or made available to families with incomes at or below 80% AMI, and in all cases the landlord must give priority in renting units assisted under this criteria, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of 6 years, except that buildings with 5 or more units may have 20% of the units occupied by families with incomes above 80% of AMI. For housing owned by owner-occupants, all units assisted with grants under this section must be the principled residence of families with income at or below 80% of the AMI, and not less than 90% of the units assisted with grants must be occupied by a child under the age of 6 years or must be units where a child under the age of 6 years spends a significant amount of time visiting.

PROJECTED ACCOUNT CODE DETAIL (OBJECT MINIMUM):

| Account | Description | Amount |
|-------------------------|-------------------------|--------|
| 273-000000-519101-19109 | HUD-FEDERAL | |
| 273-172650-702000-19109 | SALARIES | |
| 273-172650-711000-19109 | SICK LEAVE | |
| 273-172650-715000-19109 | FRINGE BENEFITS | |
| 273-172650-715400-19109 | PAYROLL FRINGE | |
| 273-172650-742000-19109 | SUPPLIES | |
| 273-172650-801000-19109 | CONTRACTUAL SERVICES | |
| 273-172650-801050-19109 | TEMP-CONTRACTUAL | |
| 273-172650-956000-19109 | MISCELLANEOUS OPERATING | |
| 273-172650-977101-19109 | EQUIPMENT<\$5,000 | |
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MATCHING FUNDS ACCOUNT CODE DETAIL (IF APPLICABLE):

| Account | Description | Amount |
|-------------------------|--------------------------------|--------|
| 252-932663-702000-05925 | LEAD SAFE LANSING 5 CDBG MATCH | |
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BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

**Approval to Accept HUD \$6,872,347.31 Lead Hazard Control and Health Homes –
Lead Hazard Reduction Grant**

WHEREAS, the Department of Housing and Urban Development (HUD) has awarded the City of Lansing \$6,872,347.31 in grant funds to be used for the next Lead-Safe Lansing, Phase 5 Program to reduce lead hazards in housing over the next four years; and

WHEREAS, HUD desires timely implementation of grant activities and has requested the City to sign the grant agreement as soon as is practical; and

WHEREAS, the HUD required match of \$687,234.73, which is 10% of the total grant award and will be met by the Development Office using Community Development Block Grant funds from its existing budget for staff and housing rehabilitation program activities; and

WHEREAS, the Lead Hazard Control Grant will provide funds for lead remediation and clearance in 120 housing units, public outreach and education regarding lead hazards, training in Renovation, Repair and Painting for landlords and Lead Abatement Supervisor training and certification for contractors and workers; and

WHEREAS, the elimination of lead hazards in housing occupied by children under the age of six is a priority under the City's Consolidated Strategy and Plan; and

WHEREAS, grant funds, combined with City of Lansing CDBG local funds, Ingham County Health Department in-kind match funds and owner funds will be sufficient to complete the project as proposed with no additional funds from the City; and

WHEREAS, the City of Lansing has successfully closed out its previous 2020 Lead Hazard Reduction Demonstration grant.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council approves the acceptance of the \$6,872,347.31 grant award by HUD for the purpose of completing the activities funded through the 2026 Lead Hazard Reduction Grant.

BE IT FINALLY RESOLVED that Andy Schor, Mayor of the City of Lansing, is authorized to accept the above described award, and that upon receipt of the final grant agreement from HUD, he shall be authorized to sign the contract and any necessary amendments or ancillary documents, subject to review and approval as to form by the City Attorney, and to establish new and separate accounts as required by HUD for this grant.