AGENDA

Committee on Ways and Means
AGENDA FOR OCTOBER 15, 2021 AT 3:15 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.

Based on the recommendations from the Centers for Disease Control (CDC)
City Council President Spadafore is requesting members of the public, City Staff and Council Members wear face coverings at meetings of the City Council and their Committees.

Council Member Wood, Chairperson
Council Member Hussain, Vice Chairperson
Council Member Spadafore, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. October 1, 2021
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Presentations:**
6. **Discussion/Action:**
   B. RESOLUTION - Grant Acceptance; Domestic Violence Services (DVS) Capital Area Response Effort (CARE) Programs Grant
   C. RESOLUTION - Grant Acceptance; Office of Highway Safety Planning (OHSP) Bicycle/Pedestrian Safety Grant
   D. RESOLUTION; Grant Acceptance; Federal American Rescue Plan Act Funds (ARPA) of $49,924,664 for public health, economic impacts and government services due to COVID-19
   E. RESOLUTION - Grant Acceptance; Cities for Financial Empowerment Fund (CFE Fund) planning grant for Local Consumer Protection Initiative
   F. RESOLUTION - Grant Acceptance; Michigan State Housing and Development Authority (MSHDA) Neighborhood Stabilization Program Income Grant
7. **Other**
8. **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.

MINUTES
Committee on Ways and Means
Friday, October 1, 2021 @ 3:15 p.m.
City Hall 9th Floor City Clerk Conference Room

CALL TO ORDER
The meeting was called to order at 3:15 p.m.

PRESENT
Council Member Carol Wood, Chair
Council Member, Adam Hussain, Vice Chair
Council Member Peter Spadafore, Member – excused

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Jim Smiertka, OCA
Lisa Hagen, OCA
Eric Brewer, Internal Auditor
Joe McClure, LPD
William Engelter, LFD
Jake Brower, Budget Director

Minutes
MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM SEPTEMBER 17, 2021 AS PRESENTED. MOTION CARRIED 2-0.

Public Comment
No public comment at this time; no public present.

Discussion/Action:
RESOLUTION – Grant Acceptance; Project Safe Neighborhood Grant for LPD to distribute backpacks to the Lansing Youth Football League
Mr. McClure apologized for missing the last Committee meeting. Council Member Wood accepted his apology and reiterated that if the department is not present at a meeting to report it will get moved to the next meeting.

Mr. McClure began outlining the request to increase trust in the community and usage of the funds for backpacks for the Lansing Youth Football League, which will have the team and LPD logos.

Council Member Wood noted the grant cycle appears to have started the end of August, and therefore asked Mr. McClure if the materials were distributed. Mr. McClure stated they are waiting on the contract changes with the Battle Creek Community. The intention is to have local printing done on the bags, and Mr. McClure stated he would verify, with Council Member Wood encouraging him to research local companies who have assisted local youth in the past. Council Member Hussain acknowledged the effort being made by the LPD.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE. MOTION CARRIED 2-0.

RESOLUTION - Donation Acceptance; LPF Special Tactics and Rescue Team in honor of Retired Detective Ronald Seyka for Units Ballistic Shields
Mr. McClure provided a brief history on this item, noting Detective Seyka served from 1996-2010 and participated in over 100 high risk incidents. His family instituted a golf outing in his honor to give back to the STRT Team. This year's donation is $10,614 from the golf outing, and in addition to $2,500 from Modern Woodsmen. The funds will be used for ballistic shields to upgrade the level from 3A.
The consensus of the Committee was to amend the resolution to remove the "Be it Finally Resolved" in the resolution.

Mr. McClure informed the Committee that with the State Fiscal Year funding starting, there is the potential the Committee will see several grants coming forward. Council Member Wood stated Committee would look at each grant on a case by case basis.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION AS AMENDED FOR THE DONATION FROM THE RONALD SEYKA FAMILY FOR THE STRT TEAM.

Council Member Wood stated in the resolution passed in May for the budget, there was a section that speak to accounts for grants.

MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; US Geological Survey Grant for Sycamore Creek
Mr. Engelter explained to the Committee that this item was for a steam gage used by the USGS, they install and measure the water levels on rivers and creeks allowing for early warnings. The City utilizes this gage on the Grand River, the Red Cedar and Sycamore Creek. The US waived the set up and therefore the gage is already in and being used. Mr. Engelter added that they went to the neighboring communities to share in the cost since they share in the benefit. Therefore there is now an agreement with Delhi Township, Ingham County and the Board of Water and Light. The cost is $16,000 a year and in year 3 and 4 that cost goes up because of pre-set inflation. This will mean each party will pay $4,003.50 and $4,083.50 for years 3 and 4. This resolution will accept all billed partners since they have already voted and approved at their locations.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTON FOR THE GRANT ACCEPTANCE. MOTION CARRIED 2-0.

OTHER
DISCUSSION – Federal Funding Spending Update – Budget Director; Hazard Pay
Mr. Brower informed the Committee that under PA 116-136, the funding is grant created to the States, and then sub-granted to the local municipalities. This includes the public safety grants payroll and first responders hazard pay program. The City of Lansing applied for grant of $1,000

per first responder; those being paramedics, EMT, firefighters, law enforcement and correction officers. The overall 380 individual numbers that received $1,000 were:
LFD – 170 individuals
Paramedics – 109 individuals
EMT - 49 individuals
Firefighters – 12 individuals
LPD – 193 individuals
Corrections/Detention – 17 individuals

This was awarded was granted the funding in March and April, 2020. The application for the grant opened July, 2020, the City applied July 22, 2020 with a deadline of September 30, 2020. The City was awarded the grant September 18, 2020 and paid out the same day.

Mr. Brower then informed the Committee that this did not include the most recent American Rescue Plan. The City has not yet assigned any funds towards hazard pay because they are still exploring with the bargaining groups and there has not been any decisions. Mr. Brower added they are also waiting on the eligibility criteria from the US Treasury, however in the meantime they are looking at the interim guidance of $13/hour up to $25,000 per eligible individual. To be eligible the interim criteria has it as an individual who had person to person contact, remote work is not eligible, and the interim criteria does allow for payment on retro-active work. The interim guide has priority to lowest paid workers, if premium pay were to increase, it could come out to $82,000 annually. The premium pay will have to be added to their wages and rate. Council Member Hussain asked for clarification on the earlier statement of $13/hour up to $25,000 and Mr. Brower confirmed that was the amount in the interim guidance.

Council Member Wood asked what the delay was with the bargaining groups, and Mr. Brower acknowledged it is more of a hold up with the final ruling from the US Treasury, because the City cannot make a final promise to the bargaining units until they know exactly what is eligible. Council Member Wood asked what the deadline is on using the funds, and Mr. Brower stated 12/31/2024. Council Member Wood asked what their plan was if someone left before the US Treasury makes their ruling. Mr. Brower stated they can make a retro payout per the interim guidelines. Council Member Wood then asked if it works towards their retirement calculations. Mr. Brower stated that would have to be negotiated with the bargaining units and they would also have to look at Federal regulations. Council Member Wood stated she had heard that Ingham County has already paid theirs out, and Mr. Brower acknowledged he was not aware of that but would check to see if they did and how they made their determination. He will also survey similar communities to see what they are doing.

Mr. Brewer asked if this would be run through the payroll system. Mr. Brower confirmed in September, 2020 there was $380,000 from the CARES program that was and the same system will be used. Council Member Wood asked if taxes are taken out, and Mr. Brower stated at this time he would have to look at the interim guidance, but was aware that it can be used towards benefits with FICA/Medicare.

Council Member Wood then asked for an update from Mr. Brower on the COVID dollars and stimulus. Mr. Brower confirmed that on October 11, 2021 the Council will get a resolution on referral to formally accept the firs amount first amount and appropatied it according to the adopted FY2021/2022 budget proposal. With that the funds were designated but now with this resolution it will "unlock funds" and they can move forward.

Council Member Wood asked about the recent emails from Community Foundation asking for input on where the funds should go. She voiced a concern that with that "survey" it would give the perception that that if enough people fill out the survey requesting it go towards a certain area, that is where it would go. Mr. Brower stated the funds will only go to where they have already been designated in the adopted budget.

Committee then spoke on the American Recovery Plan Act (ARPA) and the funds the City would receive from that. The Council will get a resolution on referral on this as well on October 11, 2021 on the first portion to be allocated by the FY2021/2022 budget.

DISCUSSION – Hiring Additional Social Workers (Timeline and Expected Outcome)
Council Member Wood referenced the memo from the HR Director which was added to the packet. There was a concern noted by the Committee that is position was approved in the budget in July, 2021, however it is just going to SEGAL and starting the hiring process. Mr. Brower stated he would keep Council updated.
Council Member Wood then noted that at the Council meeting it was stated there was a detective position vacated since 2017, however actually it was filled, someone was promoted and that position continues to fluctuate. She encouraged Mr. Brower looked into making notations in the vacancy factor to note when positions are vacated and filled. Mr. Brower concurred and also noted they are exploring developing a general organization chart for budget use and a public document.

ADJOURN
Adjourned at 3:51p.m.
Submitted by,
Sherrie Boak, Council Office Manager
Lansing City Council
Approved by the Committee _________________________

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: October 15, 2021

GRANT NAME: C.A.R.E. Domestic Violence Services Grant

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.Mcclure@Lansingmi.gov 517-483-4808)

APPLIICATION DATE: August 2021 AWARD DATE: September 20, 2021

GRANT CYCLE: ___________ Check One: ___Annual _✓_One-Time

FUND AMOUNT: $164,897 (Breakdown below should total this amount)

GOODS & SERVICES	$3,894
PERSONNEL	$157,398
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	$3,605

CITY MATCH (IF APPLICABLE): $0.00

GRANT PAYS FOR: Salary & Fringes of three City contract employees, plus travel and supplies.

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

The purpose of the grant is to provide local services to victims of intimate partner violence. The grant funds three staff, their travel and supplies. The staff provide empathic listening to the victims, assesses a victims risk of further injury or homicide, provides education on the power and control behavior of assaults, personal safety planning, helps to arrange safe shelter, provides advocacy with legal and civil court proceedings, assists with Victims' Rights Compensation medical forms, provide available free 911 phones, arranges transportation to local community agencies, accesses other community resources available to the victims, dispenses emergency personal need items.

Agreement #: 20220431-00

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Lansing City
124 W. Michigan Ave.
Lansing MI 48933 2500
Federal I.D.#: 38-6004628, DUNS#: 069835882
hereinafter referred to as the "Grantee"
for
Domestic Violence Services - 2022
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2021, whichever is later, and continue through September 30, 2022. No activity will be performed and no costs to the state will be incurred prior to October 1, 2021 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2021, whichever is later, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is $164,897.00. Under the terms of this Agreement, the Department will provide funding not to exceed $164,897.00. The source of funding provided by the Department shall be followed as described in Attachment A of this Agreement, which is part of this Agreement.

B. **Equipment Purchases and Title**

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Title to items having a unit acquisition cost of less than $5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. **Deviation Allowance**

A deviation allowance modifying an established budget category by $10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. **Purpose:**

The purpose of this Master Agreement is to provide funding for community health and human services.

4. **Statement of Work:**

The Grantee agrees to undertake, perform and complete the services described in the Attachments, which are part of this Agreement.

5. **Financial Requirements:**

The financial requirements shall be followed as described in Part 2 of this Agreement and Attachments, which are part of this Agreement.

6. **Performance/Progress Report Requirements:**

The progress reporting methods shall be followed as described in Part 2 and Attachments, which are part of this Agreement.

7. **General Provisions:**

The Grantee agrees to comply with the General Provisions outlined in Part 2 and Attachments as applicable, which are part of this Agreement.

8. Administration of the Agreement:

The persons acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

MDHHS Grants Division
Email: MDHHS-EGrAMS-HELP@michigan.gov

9. Grantee's Financial Contact for the Agreement:

The financial contact acting on behalf of the Grantee for this Agreement is:

Joe McClure	Financial Officer
Name	Title
joe.mcclure@lansingmi.gov	(517) 483-4808
E-Mail Address	Telephone No.

10. **Special Conditions:**

A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.

D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.

E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. **Special Certification:**

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. **Signature Section:**

FOR the GRANTEE
Lansing City

Ellery Sosebee Chief Operating Officer

Name Title Date

For the Michigan Department of Health and Human Services

Christine H. Sanches 09/20/2021

Christine H. Sanches, Director Date
Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement shall:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. **Fees**

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. **Grant Program Operation**

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled.

D. **Reporting**

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. **Record Maintenance/Retention**

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. **Authorized Access**

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation

and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II.A.).

1. Required Audit or Audit Exemption Notice

   Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

   a. Single Audit

      Grantees that are a state, local government or non-profit organization that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

   b. Financial Related Audit

      Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

   c. Audit Exemption Notice

      Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months of the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
2. Ensure the subrecipient complies with all the requirements of this Agreement.
3. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
4. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
5. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

I. **Notification of Modifications**

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. **Software Compliance**

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. **Human Subjects**

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. **Mandatory Disclosures**

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
    a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
    b. A criminal Proceeding;
    c. A parole or probation Proceeding;
    d. A Proceeding under the Sarbanes-Oxley Act;
    e. A civil Proceeding involving:
        1. A claim that might reasonably be expected to

adversely affect Grantee’s viability or financial stability; or

2. A governmental or public entity’s claim or written allegation of fraud; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee’s ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the http://egrams-mi.com/mdhhs website by the 15th of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and be prohibited from the following:
    a. Holding or acquiring an interest that would conflict with this Agreement;
    b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
    c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
    d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This section applies to Grantee, any parent, affiliate or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.
2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee’s documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
3. State of Michigan travel rates may be found at the following website:

https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.

4. International travel must be preapproved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
   a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
   b. Grantee's gross revenue from federal awards was $25,000,000 or more; AND
   c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
   b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
   c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
   a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

      If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
   b. Workers' Compensation Insurance or Governmental Self-

Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

c. Employers Liability Insurance or Governmental Self-Insurance

d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.

5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the agreement.
2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

   a. ICHAT: http://apps.michigan.gov/ichat

   b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us

   c. National Sex Offender Registry: http://www.nsopw.gov

2 Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.

   a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with

clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this Agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin;
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C.

6101-6107), which prohibits discrimination based on age;

e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,

i. The requirements of any other nondiscrimination statute(s) which may apply to the application.

3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a five-year period preceding this Agreement 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) or private 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the

offenses enumerated in section 2;

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and

5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. **Employee Whistleblower Protections**

The Grantee will comply with 41 U.S.C. 4712 and shall insert this clause in all subcontracts.

H. **Clean Air Act and Federal Water Pollution Control Act**

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

a. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. **Victims of Trafficking and Violence Protection Act**

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

a) This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. **Procurement of Recovered Materials**

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

a) This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. **Subcontracts**

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

   A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

   a. Contains additional non-conflicting provisions not set forth in this Agreement

b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or

c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.

3. That the subcontract does not affect the Grantee’s accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of four years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee’s employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or

disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.

7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.

8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term “Confidential Information” means all information and documentation that:

a. Has been marked “confidential” or with words or similar meaning, at the time of disclosure by such party;

b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;

c. Should reasonably be recognized as confidential information of the disclosing party;

d. Is unpublished or not available to the general public; or

e. Is designated by law as confidential.

3. The term “confidential information” does not include any information or documentation that was:

a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

b. Already in the possession of the receiving party without an obligation of confidentiality;

c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;

d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or

e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party)

4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, http://www.opm.gov, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

   The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

   a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
   b. A hearing by an impartial official.
   c. An opportunity for the Grantee to examine the Department's associated records.
   d. An opportunity for the Grantee to present evidence in person or in writing.
   e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
   f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the

Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website http://egrams-mi.com/mdhhs.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the EGrAMS website http://egrams-mi.com/mdhhs. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's website: https://www.michigan.gov/sigmavss.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

   The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures for the entire Agreement period. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department-wide Payment Suspension

   A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

   Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year Agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Governmental Grantees with an existing cost allocation plan may budget accordingly in lieu of an indirect cost rate. Non-governmental Grantees may use a cost allocation plan only if the plan was in place prior to December 26, 2014.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.

B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This is a state of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute because of this Agreement shall be resolved in the state of Michigan.

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
ATTACHMENT A - Domestic Violence Services - 2022
CONTRACT MANAGEMENT SECTION
Lansing City

Attachment	Contract No.	Institution No.	Project Title				Contractor/ Subrecepient	State Amount	Federal Portion
	CFDA No.	***CFDA Title***	***Award No.***	***Award Title***	***Federal Agency***	***Federal Award Identification No. (FAIN)***	***FAIN Award Date***	***PPC Code***	***Award Amount***
	E20223166-00		**Domestic Violence Specialized Services**				**Subrecepient**	**164,897**	**164,897**
	16.575	Crime Victim Assistance	400005 (19)	Crime Victims Assistance	Department of Justice	2019V2GX0036	09/24/2019		164,897

Total Master Agreement Department Amount :	**164,897**
Total Master Agreement Federal Amount :	**164,897**

Project Contracts

- SDVS-LN - Domestic Violence Specialized Services

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
PROJECT LISTING - Domestic Violence Services - 2022
CONTRACT MANAGEMENT SECTION
Lansing City

Attach No	Institution No	Contract No	State Amount	Local Amount	Total Project Amount	Project Title	Start Date	End Date	Project Manager	Phone#	Email Address	Principle Investigator
		E20223166-00	164,897.00	0.00	164,897.00	Domestic Violence Specialized Services	10/01/2021	09/30/2022	Loryn Shafer	(517) 241-5241	shaferl1@michigan.gov	
		Total:	**164,897**	**0**	**164,897**							

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

WHEREAS, for the past twenty-five years, the Capital Area Response Effort (CARE) Programs has served the City of Lansing in ending intimate partner violence in Ingham County; and

WHEREAS, the CARE Program provides empathic listening to the victims; assesses a victim's risk of further injury or homicide; provides education on power and control dynamics; assists with personal safety planning; helps to arrange safe shelter; provides advocacy with legal and civil court proceedings; assists with Victims' Rights Compensation medical forms; provide free 911 phones; provides transportation to local community agencies; accesses other community resources available to victims; dispenses emergency personal need items; and

WHEREAS, drawing as necessary on community referrals, the CARE program acts as a post-arrest response team responding to victims of intimate partner violence in Lansing, East Lansing, Lansing and Meridian Townships and Michigan State University; and

WHEREAS, the CARE Program utilizes 3 full-time staff and approximately 30 volunteers (on-call 7-days a week from 0800 – 0100 hours) via Tri-county dispatch center; and

WHEREAS, the CARE Program also responds to victims of non-arrest intimate partner violence via phone contracts and/or of dispatched by local hospitals; and

WHEREAS, in partnership with Ending Violent Encounters (EVE, Inc.) and MSU Safe Place shelters, the CARE Program provides twenty hours volunteer training sessions, three times a year and 60 days probation period for CARE volunteers. Volunteer training is geared specifically to domestic violence laws, victim's rights, community resources, empathic listening, crisis intervention and safety planning; and

WHEREAS, via numerous agencies and organizations, the CARE Program also promotes better community awareness of intimate partner violence by providing community education and training; and

WHEREAS, the CARE Program is funded for 10/01/2021 – 09/30/2022 by a renewable pass through federal Domestic Violence Services (DVS) Grant of $164,897; and

WHEREAS, there is no local match requirement.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City council approves acceptance of the DVS-CARE grant from the Michigan Department of Human Services in the amount of $164,897 for the period October 1, 2021, through September 30, 2022.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: October 15, 2021

GRANT NAME: Bicycle / Pedestrian Grant

DEPARTMENT: Police

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Joe McClure (Joe.Mcclure@Lansingmi.gov 517-483-4808)

APPLIICATION DATE: August 2021 AWARD DATE: September 24, 2021

GRANT CYCLE: ___________ Check One: ___Annual _✓_One-Time

FUND AMOUNT: $12,809 (Breakdown below should total this amount)

GOODS & SERVICES	
PERSONNEL	$12,809
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	

CITY MATCH (IF APPLICABLE): $2,562 (This represents 20% of the $12,809 grant amount)

GRANT PAYS FOR: Officers' overtime

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

The purpose of the grant is to present a high visibility traffic enforcement program designed to reduce pedestrian and bicyclist fatalities and suspected serious injuries by educating and enforcing traffic safety laws designed to keep pedestrians and bicyclists safe. The allowable use of funds is for officers' overtime.

Michigan State Police
Office of Highway Safety Planning

7150 Harris Drive
P.O.Box 30634
Dimondale, Michigan 48821
(517) 284-3332

* * * * * *

HIGHWAY SAFETY GRANT APPLICATION

1. PROJECT TITLE FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing	
2. APPLICANT Lansing Police Department	
3. ADDRESS OF APPLICANT 120 W. Michigan , Lansing, Michigan 48933	
7. FEDERAL IDENTIFICATION NO. 38-6004628	**8. ANTICIPATED ACTIVITY START-UP DATE** 10/1/2021

Statement of the Problem and Background Information

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

The city of Lansing had a total of 55 pedestrian fatalities and serious injuries and 23 bicyclist fatalities and serious injuries during a 5-year period (2015-2019).

Law enforcement officers will implement a high visibility traffic enforcement program designed to protect pedestrians and bicyclists to educate community members about illegal/dangerous walking, cycling, and driving behaviors and enforce these traffic laws.

Several local law enforcement agencies have been part of this effort since FY 18 to fund overtime enforcement mobilizations on laws applicable to pedestrian and bicyclist safety. To supplement enforcement, OHSP has recommended training opportunities and public education resources to these agencies for a comprehensive project. Designated enforcement mobilization weeks along with elective days based on each agency's data-driven strategic plan have been used to report results to local news media.

HIGHWAY SAFETY GRANT APPLICATION

Goals and Activities: 1

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

*** Goal(s):**

Reduce pedestrian and bicyclist fatalities and suspected serious injuries by educating and enforcing traffic safety laws designed to keep pedestrians and bicyclists safe by September 30, 2022.

*** Activity:**

1: Plan and execute a minimum of two patrols during the overtime enforcement effort focused on keeping pedestrians safe from October 24-30, 2021.

2: Plan and execute a minimum of two patrols during the overtime enforcement effort focused on keeping bicyclists safe from August 7-13, 2022.

3: Plan and execute additional overtime enforcement on traffic laws designed to protect pedestrians and bicyclists that align with local crash data September 30, 2022.

4: Promote and publicize all enforcement efforts by utilizing public education materials and media events or releases provided/facilitated by the OHSP by September 30, 2022.

*** Date of Anticipated Activity Accomplishment:**

9/30/2022

HIGHWAY SAFETY GRANT APPLICATION

Acceptance of Audit Requirements

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

NOTE: The Audit Period is the organization's fiscal or calendar year to be audited. If your audit requirement period exceeds 365 days, sections 1.b. and 2.b. must be utilized to complete the audit requirement dates.

My reporting entity* receives less than $750,000 a year.

The following information on the next organization-wide audit(s) which will include this agency:

1.a. Audit Period 1: Beginning 7/1/2021 Ending 6/30/2022

2.a. Audit or written certification will be submitted to MSP by: 3/31/2023

1.b. Audit Period 2: Beginning 7/1/2022 Ending 6/30/2023

2.b. Audit or written certification will be submitted to MSP by: 3/31/2024

This project is federally funded and therefore is subject to the Single Audit Act of 1984 (P.L. 98-502).

Effective July 1, 1996, if your agency receives $750,000 or more in federal financial assistance a year, the grantee shall agree to have an audit conducted in compliance with OMB Circulars A-128 or A-133 if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($750,000). If required, we will forward a copy of the completed audit(s), *including the management letter covering the entire grant period to:*

ATTN: Matt Opsommer
Michigan State Police Headquarters, 3rd Floor
7150 Harris Drive, Dimondale, MI 48821

NOTE: The audit or written certification must be submitted to OHSP ***no later than the ninth month after the end of the audit period.***

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMP Circulars A-128 or A-133. Any information regarding the OMB Circular audit requirements will be furnished by OHSP.

*** NOTE: The reporting entity is the government unit responsible for the overall administration of the grant, not just your agency. Failure to complete this section may result in your grant award being delayed or cancelled.**

HIGHWAY SAFETY GRANT APPLICATION
Sub-Recipient Informational Form
FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing
Applicant: Lansing Police Department

* Sub-Recipient DUNS Number (Format: xx-xxx-xxxx):	06-983-5882
* Does your agency or institution receive less than $25,000 of federal funding from the Office of Highway Safety Planning?	Yes [ ] No [✔]
In the preceding fiscal year, did your agency or institution receive 80 percent or more of its annual gross revenues in federal award?	Yes [ ] No [✔]
In the preceding fiscal year, did your agency's or institution's annual gross revenues equal or exceed $25,000,000 in federal awards?	Yes [ ] No [✔]

HIGHWAY SAFETY GRANT APPLICATION

Local Contribution

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

* Local Contribution:

A minimum 20% local match for the entire project will be met through personnel costs: Officer overtime time wages and fringe benefits for related enforcement in the amount of $2,562.

HIGHWAY SAFETY GRANT APPLICATION

Project Continuation

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

*** Project Continuation:**

Project continuation is contingent on NHTSA funding

HIGHWAY SAFETY GRANT APPLICATION
Salaries, Wages and Fringe Benefits
FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing
Applicant: Lansing Police Department

* Are there Fringe Benefits expenses associated with this budget item? [] Yes [] No

* Provide a specific description of this budget item: Federal/State Local Match Total

Enter the number of hours and hourly rate associated with this budget item.
* Number of hours (base):

* Hourly Rate:

* Enter Fringe Benefits associated with this budget item. Federal/State Local Match Total

* **Fringe Benefits.** Check all that apply.

FICA:	[]	Rate:
Retirement:	[]	Rate:
Workers Compensation:	[]	Rate:
Unemployment Insurance:	[]	Rate:
Insurances:	[]	Rate:
Other:	[]	Rate:

Describe:

Overall Rate: %

Explanation (required if Overall Rate is greater than 40%):

Total Salaries, Wages and Fringe Benefits

HIGHWAY SAFETY GRANT APPLICATION
Overtime Salaries, Wages and Fringe Benefits: Lansing PD Officer 1
FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing
Applicant: Lansing Police Department

* Are there Overtime Fringe Benefits expenses associated with this budget item? [ ] Yes [✔] No

* Provide a specific description of this budget item:	Federal/State	Local Match	Total
Lansing PD Officer 1	$10,247	$2,562	$12,809

Enter the number of hours and hourly rate associated with this budget item.
* Number of hours (base): 192.00

* Overtime Hourly Rate: $53.37

HIGHWAY SAFETY GRANT APPLICATION

Contractual Services

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

* Provide a specific description of this budget item: Federal/State Local Match Total

* Is there an existing contract in place? Yes No

If no, please explain why there is no contract in place:

If yes, please attach a copy of the actual contract:

Title:

Document Source:

HIGHWAY SAFETY GRANT APPLICATION

Travel

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

* Provide a specific description of this budget item:	Federal/State	Local Match	Total

* Does this include Out-of-State travel?

Yes No

Nature of travel *(required for Out-of-state travel only)*:

Transportation:

Number of Nights:
Cost of Lodging:

Number of Meals:
Cost of Meal:

HIGHWAY SAFETY GRANT APPLICATION

Supplies/Operating

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

* Provide a specific description of this budget item:	Federal/State	Local Match	Total

* Unit Price:

* Quantity:

Comments:

HIGHWAY SAFETY GRANT APPLICATION

Equipment

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

* Provide a specific description of this budget item:	Federal/State	Local Match	Total

* Unit Price:

* Quantity:

Comments:

HIGHWAY SAFETY GRANT APPLICATION

Budget Summary

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

FEIN	Starting Date	Ending Date	Fiscal Year
38-6004628	10/1/2021	9/30/2022	2022

Budget Summary			
Line Item Titles	**Federal/State**	**Local Match**	**TOTAL**
Salary and Wages	$0	$0	$0
Salary Fringe Benefits	$0	$0	$0
Overtime Wages	$10,247	$2,562	$12,809
Overtime Fringe Benefits	$0	$0	$0
Contractual Services	$0	$0	$0
Travel	$0	$0	$0
Supplies/Operating	$0	$0	$0
Equipment	$0	$0	$0
SUBTOTAL	$10,247	$2,562	$12,809
Indirect Cost Rate % * Override indirect amount $0	$0		$0
TOTAL	$10,247	$2,562	$12,809

* For multiple indirect cost rates, check override box and enter the total indirect cost. Please attach documentation of your calculations.

Budget Category Cost Totals			
Function Titles	**Federal/State**	**Local Match**	**TOTAL**
Personnel Costs	$10,247	$2,562	$12,809
Contractual Services	$0	$0	$0
Operating Costs	$0	$0	$0
Equipment	$0	$0	$0
Indirect	$0		$0
TOTAL	$10,247	$2,562	$12,809

Approved Indirect Cost Rate (if applicable)

HIGHWAY SAFETY GRANT APPLICATION

Multi-Agency Project

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

The undersigned individuals authorized to represent the participating agencies in this grant project have reviewed the OHSP Grant Management Requirements (found in the Forms Menu, titled Grant Management Requirements) and agree to comply with all conditions and requirements set forth.

* **Name**
* **Title**
* **Agency**
* **Address**
* **City**
* **State**
* **Zip Code** -
* **Email**
* **Telephone**

Fax

***Sub-Recipient DUNS Number:**

Attach signed Grant Management Requirements

Title:

Document Source:

HIGHWAY SAFETY GRANT APPLICATION
Strategic Plan: Ped-Bike Enforcement Strategic Plan
FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing
Applicant: Lansing Police Department

*** Document Name:** Ped-Bike Enforcement Strategic Plan

* Agencies Involved	* Date	* Enforcement Type	* Total Hours
		Other:	

Title:

Document Source: https://msp.intelligrants.com/_Upload/148730_960243-FY22Ped-BikeEnforcementStrategicPlan.xlsx

MICHIGAN OFFICE OF HIGHWAY SAFETY PLANNING

FY2022 GRANT MANAGEMENT REQUIREMENTS (GMRs)

1. All correspondence to the Office of Highway Safety Planning (OHSP) regarding this project shall include the project number, example: OP-22-01.

2. Each grant is required to have, at a minimum, three separate individuals: one serving as an authorizing official, one as a project director, and one as a financial officer. A change in project director, agency contact, financial officer, authorizing official, addresses, email, or telephone numbers requires written notification to the OHSP. The project director is responsible for also making these changes to the web-based grant application.

3. The OHSP is required by the National Highway Traffic Safety Administration (NHSTA) to evaluate and document the risk for each entity applying for federal grant funds prior to making an award. The grantee (and all sub-recipients and contractors) must register or annually update their registration in the online System for Award Management (SAM) at https://www.sam.gov to be eligible for federal and state grants. The OHSP will verify, within the SAM, there are no outstanding issues or concerns. Grantees must update their FY2022 web-based grant application with their new Unique Entity Identifier (UEI).

4. The OHSP may conduct a monitoring review of highway safety grants in accordance with Title 2 CFR 200, NHSTA regulations, and these GMRs to determine adherence to project objectives, to review financial procedures, and to ensure compliance with grant requirements. All grantees (and all sub-recipients and contractors) are expected to cooperate with all reasonable requests for information as part of the monitoring review process.

5. A subrecipient must take reasonable measures to safeguard protected, personally identifiable information. This information and other information is based on what the NHTSA or the OHSP designate as sensitive or that the subrecipient considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality as prescribed under 2 CFR Part 200.303.

6. All published reports generated from this project must include the following disclosure statement:

> This report was prepared in cooperation with the Michigan Office of Highway Safety Planning and U.S. Department of Transportation, National Highway Traffic Safety Administration. The opinions, findings, and conclusions expressed in this publication are those of the author(s) and are not necessarily those of the Michigan Office of Highway Safety Planning or the U.S. Department of Transportation, National Highway Traffic Safety Administration.

NONDISCRIMINATION
(applies to sub-recipients as well as States)

The State highway safety agency will comply with all Federal statutes and implement regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21.

2. **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

3. **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex).

4. **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27.

5. **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of

age).

6. **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not).

7. **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

8. **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low -income populations); and

9. **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency—

a. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

b. Will administer the program in a manner that reasonably ensures that any of its sub-recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance.

c. Agrees to comply (and require any of its sub-recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority.

d. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance.

e. Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time.

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l herein.

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA.

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or

NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. ***To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.***

POLITICAL ACTIVITY (HATCH ACT)
(applies to sub-recipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to sub-recipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the ward documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING(applies to sub-recipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials , in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION(applies to sub-recipients as well as States)

Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-Procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend participants or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

b. Have not within a three-year period preceding this proposal 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 record, 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was established. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1300. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to sub-recipients as well as States)

The State and each sub-recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub-recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to sub-recipients as well as States)

The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives as www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

PUBLIC INFORMATION AND EDUCATION REQUIREMENTS

1. All original electronic files including designs, concepts, photographs, video, and audio financed with grant funds shall be delivered

to the OHSP by an agreed upon due date between the OHSP and the grantee (and all sub-recipients and contractors). The items will remain the property of the OHSP and shall not be subject to copyright protection by the vendor or their agents. Items will be submitted to the OHSP immediately after production of the item. The **OHSP will hold the final grant reimbursement until all the above items have been submitted.** The grantee (and all sub-recipients and contractors) shall not enter into an agreement that includes any time limits on rights for music, talent, artwork, or photographs. The grantee (and all sub-recipients and contractors) shall inform all vendors, subcontractors, or their agents of this requirement before authorizing work to be performed.

2. All printed public information and education materials and videos are required to contain logos as designated by the OHSP, which are available in electronic formats upon request. See printing requirements below for more details. Audio materials must include an OHSP tag line, (see State of Michigan Printing Requirements #3 below). All materials, including audio and video materials and scripts must be submitted for review and approval by the OHSP prior to production.

3. All businesses performing printing services must meet one of the following conditions: (a) bear the label of the branch of the allied printing trades council of the locality in which it is printed; (b) have on file with the secretary of state, a sworn statement indicating that employees producing the printing are receiving the prevailing wage rate in the locality in which the work is performed; or (c) have a collective bargaining agreement in effect formed by an organization that is not in any way influenced or controlled by management. (Per State of Michigan Procurement Policy Manual-Revised 6/12/18-Section: 1.3.13- State Printing Act.)

4. All videos, print photography, or graphics shall depict drivers and passengers to be properly restrained by seat belts or child passenger safety devices unless the lack of restraints is for demonstration or educational purposes.

5. Messaging costs which are of a public relations nature and designed in-whole or in-part to promote either an individual or an agency is prohibited and not eligible for reimbursement.

6. Materials compliance with American Disabilities Act:

   a. Closed Captioning: All DVDs must be closed captioned. This includes online videos.
   b. Printed publications must be available in audio files via the Michigan Braille and Talking Book Library.

7. Social Media Use and Approval: The creation of social media accounts such as Facebook and Twitter with federally funded grants and projects require prior approval from the OHSP before release to the public.

8. The purchase of program advertising space by grantees on TV, radio, magazines, newspapers, billboards, etc., may be approved on a case-by-case basis.

9. The following items require the prior approval of the OHSP program coordinator:

   a. flyers, posters, brochures
   b. training curriculum, excluding those developed by nationally approved agencies (i.e., NHTSA, IACP, etc.)
   c. annual reports
   d. newsletters

10. Funding requirement statement: The following byline shall be placed on all printed public information and education materials: "This material was developed through a project funded by the Michigan Office of Highway Safety Planning and the U.S. Department of Transportation."

11. The State of Michigan prohibits use of the OHSP and/or MSP logos on non-State of Michigan websites.

COPIES

1. The OHSP will require one electronic copy of any publication produced with traffic safety grant funds if print copies are not available or if the items are not distributed statewide, and it is not available online. The copy can be submitted via email, CD, or flash drive.

2. The OHSP will require one copy of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. This copy is distributed throughout the state of Michigan's library system:

   a. annual reports

b. manuals, handbooks, and training materials
c. news releases
d. statistics

3. The OHSP will require two of any of the following produced with traffic safety grant funds if they are distributed statewide and are not available online. These copies are housed as part of the state of Michigan's library system:
a. posters
b. brochures
c. flyers

4. If the publication is available on a publicly accessible website, no printed copy is required. However, an email which includes a link to the document must be provided to the OHSP. The State of Michigan's library system will then include it in its digital archive.

PROGRAM REQUIREMENTS

1. Progress reports are required to be submitted throughout the grant period. The due dates for these reports are specified in the grant approval letter and must be submitted in the web-based grant application system. Reports shall describe activities undertaken to accomplish each project goal, reason for non-activity if necessary, activities planned for the next quarter, and obstacles encountered or anticipated. Progress reports must be submitted and approved for the OHSP to process financial reimbursement. For traffic safety enforcement projects, enforcement reports must be submitted to the OHSP to process and approve financial reimbursement.

2. The final progress report is due on the date stated in the grant approval letter and shall include a summary of all activities and accomplishments for the entire grant period. Include the following information in the project summary:

a. A list of significant accomplishments or activities of this project that addressed the project objectives.
b. If no activity took place, a report must be submitted stating as such and reasons why.

3. Out-of-state travel requires prior written approval by the OHSP Division Director. **The OHSP Grantee Out-of-State Travel Request form, and appropriate support documentation, shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to the OHSP approval.

4. If a project revision is required, the grantee shall contact the OHSP program coordinator for prior approval.

5. Grantees must have written, and established policies and procedures listed below, where applicable, as required by Title 2 Code of Federal Regulations 200 and were outlined elsewhere in these requirements.
Shall meet the standards outlined in:
a. Procurement 2 CFR 200.318 and 2 CFR 200.320
b. Salary and Wages – 2 CFR 200.430
c. Fringe Benefits – 2 CFR 200.431
d. Travel – 2 CFR 200.474
e. Internal Controls – 2 CFR 200.303
e. Contracting 2 CFR 200.320 and 2 CFR 200.323
f. Indirect Costs 2 CFR 200.414
g. Conflict of Interest 2 CFR 200.112
h. Accounting/Finance 2 CFR 200.302, and 2 CFR 200.400

6. **For Overtime Traffic Enforcement Grants Only:**

a. The grantee (and all sub-recipients and contractors) shall verify all officers working the OHSP federally funded overtime have completed an SFST refresher course every three years. This does not apply to administrative staff hours billed to the grant.

b. All law enforcement officers participating in an OHSP grant-funded traffic enforcement detail shall wear a properly fastened seat belt in accordance with state law. Officers found in violation of this requirement while working a grant-funded detail may be ineligible for funding reimbursement from the OHSP.

c. Law enforcement agencies are encouraged to have a written vehicle pursuit policy in place.

d. Only Michigan Commission on Law Enforcement Standards certified police officers shall be used on enforcement projects .

e. Grant funds **CANNOT** be used for activities such as response to calls for service, traffic control, property inspections, motorcades, or dignitary protection. The OHSP grant funds can only be used for activities approved in the grant.

f. Emergency response: A law enforcement emergency is defined as an imminent threat to life or property. If a law enforcement emergency occurs during a grant-funded detail and response is required by an officer(s) working that detail:

    i. The officer is allowed up to one hour of grant-time to respond and return to the traffic enforcement patrol.

        - the agency must incur the costs (i.e. the grant cannot be charged) beyond an hour or for additional emergencies that arise during the detail.
        - response to non-emergency calls while on grant time must be charged to the agency

    ii. All emergency responses must be documented with a brief description on the officer daily.

g. Traffic enforcement shifts shall be scheduled for a minimum of two consecutive hours.

h. Traffic enforcement efforts shall be publicized by supporting media events as requested by the OHSP .

    - the grantee (and all sub-recipients and contractors) shall assist the OHSP with media events that will be conducted locally.
    - banners or other signage provided by the OHSP shall be displayed during the enforcement period.

i. The grantee recipient (and all sub-recipients and contractors) and the chief or sheriff or post commander from each participating agency is required to sign the OHSP GMRs Acknowledgement and Agreement form signifying receipt of the GMRs and their agreement to comply with them as part of the online grant application process.

j. The grantee (and all sub-recipients and contractors) must keep track of funds spent. In some cases, multiple funding sources are assigned to law enforcement grants. In these situations, the grantee must assign, document, and monitor expenditures to each designated funding source separately. Separate accounts should be established for each funding source. Each grant and federal funding sources may not be used interchangeably. In the event the grantee overspends, the difference will need to be covered by the grantee. Additional funding will not be provided to support overspending of any federal program.

k. A daily activity log with a listing of activities performed must be completed for all time requested for reimbursement. It must include the following information in the body of the document to be acceptable documentation:

    - The start time of the grant-funded enforcement detail.
    - A brief description of every stop.
    - The end time of the grant-funded detail.
    - All grant time must be accounted for. **Time must be documented at a minimum of every hour, regardless of whether a traffic stop is made.** This includes time spent on traffic stops, arrest, transporting and lodging of arrested subjects, report writing, serving as "zone spotters".

l. Total personnel hours billed to the grant reported on the enforcement reports must match the hours requested for reimbursement on the financial report.

The time on the daily must match the hours requested for reimbursement and supervisor approval must be documented electronically or in writing. If supervisors' approval is given by means other than a signature on the daily, explanation of the approval process must be provided at the OHSP's request and kept as grant documentation records.

GENERAL FINANCIAL REQUIREMENTS

Compliance with the Federal Funding Accountability and Transparency Act (FFATA) of 2006.
Signed into law on September 26, 2006, the Federal Funding Accountability Act provides the public with a single, searchable database of federal awards and sub-awards. The MSP is responsible for reporting data into the FFATA database for each NHTSA sub-recipient award that equals or exceeds $25,000. The FFATA reporting procedure also requires for each sub-recipient agency to maintain current registration in the federal SAM at https://www.sam.gov/ and obtain a Data Universal Numbering System (DUNS) number. Applicants are responsible for reporting their SAM registration and DUNS number to the MSP upon request to ensure timely and accurate award reporting. Grantees will also be required to update their grant applications with their new Unique Entity Identifier (UEI) in FY2022.

1. Only program activities and expenses detailed in the approved grant budget and incurred during the grant period are eligible for reimbursement. Expenses incurred that are not detailed in the approved grant budget or outside of the grant period will not be reimbursed. **Costs cannot EXCEED the approved grant award.**

2. Goods purchased through the grant shall be received in acceptable condition. If goods are not received in acceptable condition within thirty (30) days prior to the grant ending date, the grantee shall contact the OHSP program coordinator.

3. The grantee (and all sub-recipients and contractors) shall use generally accepted accounting principles.

4. Costs charged to this grant cannot be charged to any other program. Law enforcement agencies receiving funding for overtime traffic enforcement cannot offer comp time in lieu of overtime pay.

5. All costs shall be actual and supported by source documentation. Financial reimbursement will be delayed until all backup documentation is received by the OHSP. A document entitled "Acceptable Backup Documentation for Federal Cost Claims" is available from the OHSP to assist with identifying adequate backup documentation.

6. A separate account or fund must be established for this project. A separate account is required to be maintained by all agencies receiving grant funds from the OHSP regardless of the dollar amount. In addition, the grantee (and all sub-recipients and contractors) receiving funds from the OHSP for multiple grant projects must have a separate account for each grant project and funding type. It is the responsibility of the lead agency to ensure all sub-agencies meet this requirement. The general ledgers of the sub-agencies are not required to be submitted with requests for payment unless specifically requested by the OHSP.

7. Costs reported on the final Financial Status Report (FSR) must match the agency's separate account or fund that has been established for this project inside the agencies accounting system.

- Financial documents must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

8. Comingling of funds on either a program-by-program or project-by-project basis is prohibited. The sub-grantee's accounting system must maintain a clear audit trail for each source of funding for each fiscal budget period and include the following:

a. Separate accountability of receipts, expenditures, disbursements and balances.
b. Itemized records supporting all grant receipts, expenditures, and match contributions in sufficient detail to show exact nature of activity.
c. Data and information for each expenditure and match contribution with proper reference to be a supporting voucher or bill properly approved.
d. Maintenance of payroll authorization and vouchers.
e. Maintenance of records supporting charges of fringe benefits.
f. Maintenance of inventory records for equipment purchased, rented, and donated.
g. Maintenance of billing records for consumable supplies (i.e., paper, printing) purchased.
h. Provisions for payment by check.
i. Maintenance of travel records (i.e., mileage logs, parking, hotels, meal receipts).
j. Lease agreements, contracted services, and equipment purchases that adhere to established procurement processes.

9. Costs must be net all applicable credits such as purchase discounts, rebates or adjustments of overpayments, or erroneous charges.

10. The following deviations from the approved budget require **PRIOR approval from the OHSP**: Once approved, appropriate revisions will need to be made to the grant agreement.

a. A specific item of cost not included in the approved budget.

b. An increase in the number of a specific item over and above the total authorized.

c. A transfer between major budget categories in excess of 10 percent of the budget category title being increased. (Personnel Costs, Contractual Services, Operating Costs, Equipment, and Indirect – not the individual budget line-item titles.)

11. Procurement Methods:

a. Competition: The grantee shall conduct all procurement and contractual transactions, without regard to dollar value, to provide maximum, open, and free competition. Maximum, open, and free competition shall be assured through the distribution of an adequate number of proposal solicitations.

b. Small Purchase Procedures: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $25,000 in total. If small purchase procedures are used, price or rate quotations must be obtained from at least three (3) Buy America Act qualified sources.

c. The grantee shall follow their competitive bid process providing it is at least as restrictive as the process required by the Title 2 Code of Federal Regulations 200.320, the State of Michigan and complies with the Buy America Act. (A copy of the State of Michigan procurement policy is available upon request.) The grantee (and all sub-recipients and contractors) agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided under this agreement. The grantee must document multiple bids were sought in a competitive bidding process. When two or more responses were not received, the grantee shall indicate the selected bid was the only response.

d. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

e. A copy of the subrecipient's established procurement procedures must be readily available for audit purposes upon request from the OHSP. Records must sufficiently detail the procurement history for all purchases and should detail the rationale for the method of procurement and selection of contract type, written selection procedures, documented reasons for rejections, and the basis for the contract price.

12. Documentation for costs shall be maintained for three years following final reimbursement.

13. Any program income received shall be used exclusively to further traffic safety project activities. Program income is defined as gross income earned by the prospective primary participant from grant supported activities. Some examples are proceeds from the sale of items purchased or developed with grant funds, or revenue received from attendees at trainings or conferences paid for with grant funds. Program income must be netted against costs incurred within the grant or returned to the OHSP, unless prior permission is obtained from the OHSP to use the funds for other traffic safety projects. Contact the OHSP for further information.

14. **General Cost of Business (formerly referred to as Supplanting):** The replacement of routine and/or existing expenditures with the use of state or federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency or other grantee is general cost of business and is not allowable.

The grantee (and all sub-recipients and contractors) shall not use grant funds to replace state or local funds, or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the grantee (and all sub-recipients and contractors) must stop charging the grant for the new position. Upon filling the vacancy, the grantee (and all sub-recipients and contractors) may resume charging the grant position.

The Financial Officer or Authorizing Official's straight time costs may not be funded under this grant.

15. All other Financial management requirements as listed in Title 2 Code of Federal Regulations 200.302 (Financial Management).

COST REIMBURSEMENT

1. All OHSP projects are based on the cost reimbursement concept; i.e., state, local, or private funds shall be expended before reimbursement is provided.

2. Reimbursement is based on submission and approval of progress, enforcement, and financial reports. All requested information should be submitted electronically through the web-based application whenever possible. Otherwise backup information may be submitted via US mail, by fax, or by email. A financial report submitted to the OHSP by the grantee shall contain the following to be considered complete:

   a. Electronic signatures for the agency's Financial Officer, Project Director, Authorizing Official, or employee(s)/contractor(s)/officer(s).

   b. A copy of a report for the current period generated by the grantee's official accounting system which shows a description of the item and the actual amount spent. Some examples of acceptable reports include a detailed general ledger, a transaction ledger, a payroll journal, or a detailed budget/expenditure report. The report must match the amount being requested for reimbursement.

   c. For enforcement grants: Officer names, dates, and amounts paid for each agency participating in grant funded patrols.

   d. For non-enforcement grants with personnel costs: Activity logs as described in "Personnel Costs" under "Budget Cost Category Requirements."

   e. Copies of invoices must be included.

   f. Additional documentation as requested by the OHSP.

3. Financial reports are due, at a minimum, on a **quarterly** basis. Financial report due dates are specified in the grant approval letter. Financial reports must be submitted even when the project experiences no costs. In this case, a "zero" Financial report shall be submitted. The submission of financial reports is mandatory, and non-compliance can result in termination of the grant. Financial reports will be considered delinquent if not submitted by the due dates specified in the grant approval letter.

4. The Project Director shall ensure that financial reports are submitted in compliance with reporting deadlines. If the financial report is submitted electronically without backup documentation, the financial report is not considered submitted and the grantee will receive a delinquent letter stating the same.

5. A delay in submitting support documentation may result in the suspension of all grant activity.

6. Failure to submit cost statements with adequate supporting documentation prior to the fiscal year close out deadline will result in non-reimbursement of those costs. Costs from one fiscal year cannot be paid in a subsequent fiscal year.

AUDIT REQUIREMENTS

This section applies to Grantees designated as subrecipients by the OHSP.

1. Required Audit or Audit Exemption Notice
   Grantees must submit to the OHSP either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a

Single Audit or Financial Related Audit. Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations Section 200.511 (c) for any audit findings that impact the OHSP-funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit
   Grantees that are a state, local government, or non-profit organization that expend $750,000 or more in federal awards during the Grantee's fiscal year, must submit a Single Audit to the OHSP, regardless of the amount of funding received from the OHSP. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512(c).

b. Financial Related Aid
   Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice
   Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certified these exemptions.

2. Financial Statement Audit
   Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the OHSP a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the OHSP-funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the OHSP-funded programs.

3. Other Audits
   The OHSP or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

BUDGET COST CATEGORY REQUIREMENTS

(PLEASE REFER TO THE FOLLOWING FOR SPECIFIC REQUIREMENTS OF BUDGET COST CATEGORIES. ONLY REQUIREMENTS FOR COST CATEGORIES CONTAINED WITHIN YOUR APPROVED GRANT BUDGET APPLY.)

PERSONNEL COSTS

1. Includes itemized monthly or hourly salary rate. Fringe benefits are included under personnel costs.

2. Payments for salaries and wages shall be supported by a time and attendance report, based on an after-the-fact distribution of time, which shows details of the activities performed. All time and attendance reports must be signed by the employee and supervisor. Electronic signatures are accepted.

3. Federal guidelines prohibit using federal grant funds to pay for routine and/or existing state or local expenditures.

4. If the grant contains personnel services as part of the award, a job description for each position listed in the budget must be available to the OHSP upon request.

For enforcement grants (and all sub-recipients and contractors) - See program requirements Section 5.

For non-enforcement grants – The grantee (and all sub-recipients and contractors) must maintain activity logs which document the actual amount of time spent on the grant project and describe the nature of the activities performed. If the grant is funded from multiple sources, the logs must show the activity by fund source. This documentation must be submitted with the financial reimbursement request.

5. Reimbursement for wages and fringe benefits shall be based on actual costs NOT budgeted rates . Only those fringe benefit costs that increase because of hours worked on this project can be claimed for reimbursement. For overtime wages, those costs typically include FICA, workers comp, and retirement, but if any of these costs are structured so that they do not increase with overtime, they cannot be reimbursed. For straight-time grant-funded positions, all fringe benefits associated with the position may be claimed to the extent that the position has been approved for reimbursement (e.g., if 50% of the position is grant funded, 50% of the fringes benefits can be claimed.) Fringe benefit rates must be reasonable and in accordance with federal cost principles.

6. The rate of pay for grant-funded enforcement shall be determined according to the grantee's (and all sub-recipients and contractors) policy, contract, or employment agreement. Overtime rates must be applied consistently to all activities of an agency – higher rates may not be established just for federal grants.

7. Agencies shall comply with all state labor laws.

CONTRACTUAL SERVICES

The Grantee will follow Title 2 Code of Federal Regulations part 200.318, 200.321, 200.323, 200.326, 200.330, and Appendix II to Part 200.
Contractual services are services of individual consultants or consulting firms engaged in performing special services pertinent to highway safety. Contracts are allowable when necessary, to achieve the goals of the grant agreement. Costs are allowable for products, highway safety consultants, personal services, and/or individuals for support services, provided applicable state and local procurement procedures are followed and documentation is available that describes the official contract and procurement practices . Contracts and procurements must include "special provisions" as provided by the OHSP. The grantee is responsible for verifying contractor eligibility by checking the national List of Parties Excluded from Federal Procurement and Non-Procurement Programs list available at www.govinfo.gov or adding a self-certification clause or condition to the contract.

All grantees (and all sub-recipients and contractors) awarding contracts or sub-contracts shall comply with the terms and conditions of Title 49 Code of Federal Regulations, Part 18-Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments, §18.36 Procurement. A signed copy of the contract, including the fully listed federal certifications and assurances, shall be submitted to the OHSP upon completion and is required for processing and approval of financial reimbursement requests.

The grantee is responsible for managing all contracts issued using the OHSP grant funds including :

- Ensuring the contractor complies with all contract provisions.
- Ensuring services are performed according to the quality, quantity, objectives, timeframes, and manner specified in the contract.
- Ensuring that all work is completed and accepted before the contract expires.
- Assessing and requesting amendments, renewals or new contracts as required allowing sufficient time to process and execute these changes before the contract expires to prevent lapse in service.
- Ensuring that contracts are amended after any grant agreement revision that affects the contract terms .
- Reviewing and approving invoices for payment, ensuring payments are made in accordance with contract terms, all costs are budgeted and allowable, and work has been performed.
- Monitoring contract expenditures to ensure there are sufficient funds to pay for all services rendered as required by the contract.
- Verifying all requirements of the contract are fulfilled before submitting the final invoice .
- Ensuring that all Personnel Activity log requirements are met .

Special Provisions

The grantee must insert in all contracts and funding agreements the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations , as may be amended from time to time.

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l herein.

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA.

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. ***To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.***

OPERATING COSTS

1. Only eligible operating costs specifically listed in the approved grant budget will be reimbursed. These are costs not covered under other budget categories, including services not requiring contractual agreements and minor equipment such as office supplies , printing, and educational materials.

2. Automotive expenses submitted shall be based on actual costs incurred. In most cases, this will be calculated by multiplying actual miles driven times a mileage rate. The rate will be determined when the grant is approved but will generally be the Internal Revenue Service (IRS) business mileage rate. With prior approval, reimbursement may be allowed based on the actual costs incurred for gasoline, maintenance, insurance, and other vehicle expenses.

3. Postage, telephone, and grant-related travel costs shall be documented by log or meter and submitted with the reimbursement request.

TRAVEL COSTS

Out-of-state travel funded by federal; grant funds requires prior written approval by the OHSP Division Director. A written request shall be submitted on the form provided. **Requests shall be submitted at least 30 days in advance of anticipated travel.** Financial commitment (i.e., travel arrangements, conference fees, hotel reservations, etc.) shall not be made prior to OHSP approval.

Reimbursement:
The grantee will be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement. The Grantee will have established and follow documented Travel Policies.

1. Reimbursements for travel (meals, lodging, mileage, etc.) cannot exceed the lesser of the grantee's published travel rates or the allowable State of Michigan travel rates. Exceptions require OHSP approval during the grant application process. Grantees requesting an exception will attach their organization's travel policy when the first grant draft is submitted. The policy must be applicable to all organization travel. Policies will be reviewed by the OHSP fiscal manager for approval, and cannot exceed the current federal travel reimbursement rates.

2. State of Michigan travel rates may be found at the following website:
https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html

EQUIPMENT (INCLUDES SOFTWARE)

1. Only eligible equipment specifically listed in the equipment section of the approved grant budget will be reimbursed. Equipment costs shall be reimbursed according to the match requirements as specified in the approved grant budget.

2. Equipment purchases shall be initiated within the time period specified in the approved grant. "Initiated" means bids were solicited, accepted, and items have been ordered. If there is a reason a grantee is unable to meet this requirement, the OHSP program coordinator shall be contacted immediately.

3. Equipment purchased through this grant shall be used only for highway safety activities throughout its useful life, whether the project or program continues to be supported by the Federal award.

4. If the equipment is disposed of, or ceases to be used for highway safety activities, and the equipment is determined to have a Current Fair Market Value of $5,000 or more, the OHSP reserves the right to retain or transfer title to all items. The OHSP may allow the holder of the equipment to retain title of the equipment and reimburse the federal or State share of the fair market value of such equipment. The Current Fair Market Value shall be determined as follows:

a. Appraisal by an independent source with expertise in valuation of similar items is the preferred method of valuation for equipment.

b. For vehicles, Kelly Blue Book, National Automobile Dealer Association (NADA) Guides, or a similar third-party vehicle valuation service, may be used when valuing the condition of the vehicle.

c. If a fair market value based on appraisal or a third-party valuation service cannot be determined, the value may be based on IRS depreciation schedules. Only straight-line depreciation may be used.

5. Equipment with a cost of $5,000 or more shall be tagged by the grantee for inventory control purposes. In addition, the OHSP Equipment Record System Form with all applicable information completed shall be submitted with the prospective participant's or sub-recipient's reimbursement request. The grantee (and all sub-recipients and contractors) shall complete an equipment inventory form sent to them by the OHSP each year that the value remains $5,000 or more, and shall make the item available for physical review by the OHSP staff when requested.

6. All equipment purchases with NHTSA funds shall comply with the Buy America Act requirements before costs will be reimbursed. Please refer to section eleven under the heading Grant Management Requirements for specific terms of the Buy America Act.

7. Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.

COLLECTION OF UNALLOWABLE COSTS

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements of this part, and Part 200.300 Statutory and national policy requirements through 200.309 Period of performance.

INDIRECT COSTS

Indirect costs cannot be specified in all situations because of the diverse characteristics and accounting practices of governmental units. Typical examples of indirect costs may include certain state/local central service costs, general administration of the grantee department or agency, accounting and personnel services performed within the grantee department or agency, depreciation or use allowances on buildings and equipment, the costs of operating and maintaining facilities, etc. If the grantee or sub recipients does not have a federal cognizant agency, the OHSP will service in this capacity.

2 CFR provides guidance on indirect cost as follows:
Section 200.414 Indirect (F&A) Cost -(F): In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has not negotiated an indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged

or inconsistently charged as both. **If chosen, this methodology once elected must be used consistently for all Federal awards** until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

CONFLICT OF INTEREST AND CODE OF CONDUCT STANDARDS

1. The Grantee is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations Section 200.318 (c) (1) and (2). 2 CFR 1201.112.

2. The Grantee must have established conflict of interest policies, in accordance with Title 2 Code of Federal Regulations Section 200.112.

3. The Grantee will uphold high ethical standards and is prohibited from:

a. Holding or acquiring an interest that would conflict with this Agreement.
b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement.
c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
d. Paying or agreeing to pay any person, other than employees and consultants upon the award of this Agreement.

TERMINATION

The OHSP retains the right to terminate a grant for failure to meet the grant management requirements . When a grant is terminated by the OHSP, the grantee or sub-recipient shall not be eligible to seek grant funding for a period of two years. To obtain a grant after the two-year period, the grantee or sub-recipients will be required to submit written assurance that the identified deficiencies have been corrected. Additionally, the agency may be required to submit monthly financial reports to allow for increased financial monitoring.

NOTE: The Grant Project Director and Authorized Official have certified that they have read and with comply with these GMRs as part of the grant application approval process in the online grants system with the OHSP.

REFERENCES

Statute
Highway Safety Act of 1996: U.S.C. Chapter 4

Rules
The rules which govern the Highway Safety Grant Programs is available at: Part 1300 - Uniform procedures for state highway safety grant programs
Title 2: Grants and agreements Part 200 (2 CFR 200) Uniform administrative requirements, cost principles, and audit requirements for federal awards
Federal Electronic Code of Regulations

Other
NHTSA allowable and unallowable costs
NHTSA Highway Safety Grants Program Resource Guide

Project Director Agreement *(required to submit Draft Application)*:
[✔] Click here to affirm that you have read and agree to comply with the Grant Management Requirements . *

Authorized Official Agreement *(required to submit Final Application)*:
[✔] Click here to affirm that you have read and agree to comply with the Grant Management Requirements . *

HIGHWAY SAFETY GRANT APPLICATION
Certification
FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing
Applicant: Lansing Police Department

CERTIFICATION BY PROJECT DIRECTOR

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Mr. Randall Hon	TITLE Sergeant
ADDRESS 120 W Michigan Ave Lansing Michigan-48933	
AGENCY Lansing Police Department	PHONE NUMBER 517-898-5727
FAX NUMBER	EMAIL ADDRESS randall.hon@lansingmi.gov

AGENCY CONTACT PERSON
(if different than grant Project Director)

NAME	TITLE
ADDRESS	
AGENCY	PHONE NUMBER
FAX NUMBER	EMAIL ADDRESS

HIGHWAY SAFETY GRANT APPLICATION

Certification

FY 2022

Project Title: FY22 Pedestrian & Bicycle Overtime Enforcement: Lansing

Applicant: Lansing Police Department

CERTIFICATION BY FINANCIAL OFFICER

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Joe McClure	TITLE Budget Control Supervisor
ADDRESS 120 E. Michigan Ave. Lansing Michigan-48933	
AGENCY Lansing Police Department	PHONE NUMBER 517-483-4808
FAX NUMBER	EMAIL ADDRESS joe.mcclure@lansingmi.gov

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN

I certify and agree that a grant received as a result of this application is subject to the general requirements governing Office of Highway Safety Planning projects and Grant Management Requirements, including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that funds received through OHSP will not be used to supplant state or local funds.

NAME Capt. Robert Backus	TITLE Captain
ADDRESS 120 W Michigan Lansing MI 48933 Lansing Michigan-48933	
AGENCY Lansing Police Department	PHONE NUMBER 517-483-6883
FAX NUMBER	EMAIL ADDRESS robert.backus@lansingmi.gov

Strategic Plan Template for FY22 Pedestrian & Bicycle Overtime Enforcement

***Document Name:** FY22 Pedestrian and Bicycle Strategic Plan

Agencies Involved	Date	Enforcement Type	Enforcement Location
Lansing Police Department	*10/27/2021*	Other: Pedestrian and Bicycle	*E Saginaw St & Fairview Ave*
Lansing Police Department	10/28/2021	Other: Pedestrian and Bicycle	E Michigan Ave & N Grand Ave & S Grand Ave
Lansing Police Department	5/11/2022	Other: Pedestrian and Bicycle	E Michigan Ave & N Larch St & S Larch St
Lansing Police Department	5/12/2022	Other: Pedestrian and Bicycle	E Kalamazoo St & S Pennsylvania Ave
Lansing Police Department	6/1/2022	Other: Pedestrian and Bicycle	E Kalamazoo St & S Clemens Ave
Lansing Police Department	6/2/2022	Other: Pedestrian and Bicycle	S Cedar St & E Miller Rd
Lansing Police Department	7/13/2022	Other: Pedestrian and Bicycle	E Jolly Rd & S Cedar St
Lansing Police Department	7/14/2022	Other: Pedestrian and Bicycle	E Mount Hope Ave & S Washington Ave & W Mount Hope Ave
Lansing Police Department	8/3/2022	Other: Pedestrian and Bicycle	W Holmes Rd & S Martin Luther King Jr Blvd
Lansing Police Department	8/4/2022	Other: Pedestrian and Bicycle	E Kalamazoo St & S Pennsylvania Ave
Lansing Police Department	8/11/2022	Other: Pedestrian and Bicycle	W Holmes Rd & S Martin Luther King Jr Blvd
Lansing Police Department	8/12/2022	Other: Pedestrian and Bicycle	E Jolly Rd & S Cedar St
		Other: Pedestrian and Bicycle	
		Other: Pedestrian and Bicycle	
			TOTAL OVERTIME ENFORCEMENT HOURS:

Justification of dates and locations selected:

Dates and locations were selected based on data from the State of Micigan's Traffice Crash Reporting System ar

Traffic Crash Facts for highest number of Ped/Bicycle Crashes. Data indicates that Wednesday, Thursday and Fri
week were significantly higher than the rest of the week.

Total Hours
16
16
16
16
16
16
16
16
16
16
16
16
192

nd Michigan

idays of each

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

WHEREAS, In August 2021, the Lansing Police Department (LPD) submitted a grant application to the Michigan Office of Highway Safety Planning (OHSP) for overtime funding to be utilized for a high visibility traffic enforcement program designed to reduce pedestrian and bicyclist fatalities and suspected serious injuries by educating and enforcing traffic safety laws designed to keep pedestrians and bicyclists safe; and

WHEREAS, the city of Lansing had a total of 55 pedestrian fatalities and serious injuries and 23 bicyclist fatalities and serious injuries during a 5-year period (2015-2019); and

WHEREAS, the Lansing Police Department was informed on September 24, 2021, that its application was selected to receive grant funding; and

WHEREAS, the total grant amount is $12,809: and

WHEREAS, twenty percent ($2,562) of the $12,809 grant consists of local match; and

WHEREAS, the grant period is October 1, 2021 through September 30, 2022.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Office of High Safety Planning grant for the period October 1, 2021 through September 30, 2022 in the amount of $12,809, of which 20% is local match.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/11/2021

GRANT NAME: American Rescue Plan Act of 2021 (ARPA) Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

DEPARTMENT: Finance

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Jake Brower, jake.brower@lansingmi.gov, 517-483-4511

APPLICATION DATE: N/A AWARD DATE: 3/11/2021

GRANT CYCLE: _FY2022_ Check One: ____Annual _X One-Time

FUND AMOUNT: ___$49,924,664___ (Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION

LAND

OTHER – 49,924,664 (eligible uses as defined by legislation and US Treasury)

CITY MATCH (IF APPLICABLE): N/A

GRANT PAYS FOR: Public health and economic impacts of COVID-19, provision of government services to the extent of the reduction in revenue to the City due to COVID-19, premium pay, and necessary investments in water, sewer, or broadband infrastructure.

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

The Lansing City Council approved American Rescue Plan Act funds to be used for public health and economic impacts of COVID-19, provision of government services to the extent of the reduction in revenue to the City due to COVID-19, premium pay, and necessary investments in water, sewer, or broadband infrastructure. The first payment of $24,962,332 will go primarily to revenue loss incurred due to the COVID-19 public health emergency. The second payment of $24,962,332 will not be available until the FY 2023 budget.

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

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) was signed into law on March 11, 2021, establishing Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) by appropriating $45,570,000,000 under to make payments to metropolitan cities; and

WHEREAS, under the formula established under ARPA, the City of Lansing was awarded $49,924,664 to be paid in two separate traunches of $24,924,664. The first of which was received by the City of Lansing on August 5, 2021 and the second of which will be available 12 months after the first payment; and

WHEREAS, Sections 602(c)(1) and 603(c)1 provide these funds may be used as follows:

A. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

B. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the State, territory, or Tribal government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work; and

C. for the provision of government services to the extent of the reduction in revenue of such State, territory, or Tribal government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the State, territory, or Tribal government prior to the emergency; and

D. to make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, the Fiscal Year 2022 Budget adopted by City Council on May 16, 2021 anticipated the use of the first traunch, the vast majority of which to be spent on revenue loss between the general fund and parking fund;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the ARPA funds in the total amount of $49,924,664 awarded between the two traunches of $24,924,664;

BE IT FURTHER RESOLVED, the Lansing City Council approves the use of the first traunch of $24,924,664 for public health and economic impacts; provision of government services to the extent of the reduction in revenue to the City due to COVID-19; premium pay; and necessary investments in water, sewer, or broadband infrastructure;

BE IT FURTHER RESOLVED, that prior to the expenditure or reimbursement of ARPA funds for any use, the Administration shall determine whether or not a given use is eligible pursuant to the legislation or official guidance from U.S. Treasury, and shall document the basis for this determination along with the estimated expenditure and programmatic data required to fulfill the reporting requirements established by the legislation and U.S. Treasury.

BE IT FINALLY RESOLVED, 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 funds.

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Cities for Financial Empowerment Fund – Consumer Financial Protection Initiative

DEPARTMENT: Neighborhoods & Citizen Engagement

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Amber Paxton amber.paxton@lansingmi.gov 517.648.6643 cell

APPLICATION DATE: July 7, 2021 AWARD DATE: August 26, 2021

GRANT CYCLE: September 1, 2021 – June 1, 2022 (virtual kick-off event 10/14/21)

Check One: ____Annual __X__One-Time

FUND AMOUNT: ______________ (Breakdown below should total this amount)

GOODS & SERVICES	5,000
PERSONNEL	5,000
CONSTRUCTION	$0.00
LAND	$0.00
OTHER (Training)	
TOTAL	$10,000

CITY MATCH (IF APPLICABLE): $ N/A

GRANT PAYS FOR: Expenses related to planning for a comprehensive Local Consumer Financial Protection Strategic Plan, and to participate in the CFE Fund's national learning community.

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

We have not committed yet to how we will spend the funds. We will form our plan for this after the kick-off event on 10/14/21 and using best practices of prior CFE Fund CFPI grant recipients, the current cohort group, and CFE staff and other experts. Initially, most resources will be directed to determining what the biggest presenting causes for consumer financial protection are.

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

WHEREAS, the City of Lansing was selected on August 26, 2021 to receive a Cities for Financial Empowerment Fund (CFE Fund) planning grant for “Local Consumer Protection Initiative” for $10,000;

WHEREAS, the City of Lansing’s Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen applied for a planning grant to develop a comprehensive Local Consumer Financial Protection Strategic Plan, and to participate in the CFE Fund’s national learning community;

WHEREAS, the CFE Fund grant was the result of a competitive proposal process, and the proposal was submitted by the Office of Financial Empowerment on July 7, 2021, approved on August 26, 2021, and will be received upon approval by Council and signed agreement;

WHEREAS, the award for $10,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Cities for Financial Empowerment Fund grant in the total amount of $10,000.00 for the grant period beginning at council approval for the City of Lansing.

BE IT FINALLY RESOLVED, 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 grant funds.

LOCAL CONSUMER FINANCIAL PROTECTION INITIATIVE

Creating a Strategic Implementation Plan

Cities for FINANCIAL EMPOWERMENT Fund

LOCAL CONSUMER FINANCIAL PROTECTION

submitted

Table of Contents

Section 1: Planning Grant Journey Map

Goals

- Enable local government to examine a new approach to improving financial stability for residents that aligns with and complements existing efforts
- Engage key local stakeholders in the strategic planning process to increase political buy-in for implementation
- Develop a comprehensive and actionable plan focused on building lasting consumer protection infrastructure

Setting Up the Engagement	Forming the Planning Advisory Group	Strategic Plan Information Gathering and Stakeholder Engagement	Synthesizing Information and Selecting Priorities	Drafting the Strategic Plan	Release and Implementation
Steps ☐ Finalize and sign MOU ☐ Finalize internal planning team members ☐ Set up CFE technical assistance call schedule ☐ Participate in the Virtual Kickoff meeting	**Steps** ☐ Use the Advisory Group Guide to identify and select members ☐ Organize first meeting to introduce planning grant goals, including COVID-19 consumer awareness strategy	**Steps** ☐ Plan Site Visit meetings with CFE Fund staff ☐ Attend Consumer Protection 101 webinar ☐ Utilize section 5 of the workbook to organize your information gathering process ☐ Review legal research memo	**Steps** ☐ Work with senior leadership to review the overall scope of services and select areas of focus	**Steps** ☐ Work with CFE Fund staff to draft the strategic plan ☐ Engage relevant stakeholders to provide feedback ☐ Work with senior leadership to finalize plan	**Steps** ☐ Work with CFE Fund and your leadership to develop a public release for your strategic plan ☐ Announce the launch of your consumer protection strategy
Decisions ☐ Who will be the day-to-day project lead and point of contact? ☐ Who from your senior leadership needs to be regularly updated?	**Decisions** ☐ How will you engage stakeholders throughout the process? ☐ How will you structure the Advisory Group? Will there be subcommittees?	**Decisions** ☐ How will you engage the Advisory Group to provide additional insight? ☐ Are there other stakeholders to engage?	**Decisions** ☐ What additional information or resources are needed to make decisions on priorities? ☐ Who from senior leadership needs to be involved in the decision making?	**Decisions** ☐ Who will review the drafts? ☐ Who will approve the final plan?	**Decisions** ☐ Will you engage Advisory Group members in the release process? ☐ What will be the format of the release? ☐ What are first action items for implementation?
September	October	October – February 2022	February – March	March – May	June

Section 2: Forming a CFPI Planning Advisory Group

Goals

An Advisory Group is an important vehicle to increase the scope, awareness, and effectiveness of the Consumer Financial Protection Initiative. While the group's primary function is to provide you with the support needed to implement your eventual strategy, the group has four early over-arching goals:

- Identify critical local consumer financial protection issues;
- Establish a foundation of information upon which issue framing and early policy recommendations can rely;
- Identify and evaluate existing infrastructure to leverage and/or barriers to improve for intake, tracking, and enforcement of consumer protection issues; and
- Support development and implementation of the consumer protection initiative strategic plan.

Ultimately, it will be this Advisory Group that champions your plan and motivates others, both internally and externally, to ensure the implementation. These over-arching goals provide the foundation-setting targets to help you evaluate who are the right people to serve on the Advisory Group.

Identifying the Right Advisory Group

The Advisory Group should convene internal stakeholders, such as key city/county government decision makers, and external stakeholders, like state government departments, Legal Aid, and other critical nonprofit organizations that will help develop the CFPI plan and support implementation. These stakeholders can also later serve as champions for policy/ program support, promotion, and even sponsoring new consumer protection ideas down the road. The right members can serve as trusted and influential voices in the implementation phase, and can control the levers that can make the implementation plan a success.

Potential Advisory Group members may include key governmental decisionmakers, like a Chief of Staff, or state agency heads with consumer protection jurisdiction. Complete section 5B of this workbook, *Identifying Important Stakeholders for Local Consumer Protection*. Stakeholders identified in section 5B *could* be potential members of the Advisory Group. It may also be helpful to think about potential Advisory Group members through the lens of an "influence map" to see the connections to other critical decision and policymakers.

These interactive tools and examples can help to visualize potential connections:

- Google Sheets Table (link to be shared during training)
    - A template to help identify and categorize broader stakeholder support.
- Mind Meister – MindMeister.com
    - A mapping tool that can help chart 'lines of influence' to key stakeholders

Coordinating the Advisory Group

You should structure the Advisory Group with a clear expectation of the number of meetings and level of commitment needed for planning the Office of Consumer Protection, and how it will be implemented. During the planning process, Advisory Group members may provide or pledge some type of support during the implementation. The group should anticipate meeting at least 6 times, and, generally, you could think about the life cycle of the Advisory Group like this:

Step One: Introductory/kick off meeting to establish goals

This initial meeting provides an introduction for Advisory Group members and sets the stage for this planning process. To contextualize the planning process, you can describe the Local Consumer Financial Protection Initiative; explain initial consumer financial protection education; provide examples of local government complaint intake/tracking enforcement; and highlight how other jurisdictions provide referrals or coordination with regional and state partners.

This meeting also provides you the opportunity to demonstrate the administrations dedication and commitment to the need for local consumer protection.

Step Two: Identifying resources for implementation

The second phase is landscaping the consumer protection environment. This phase may take multiple meetings, or coordinating a smaller group, to identify all potential resources. Ultimately, your Advisory Group will help identify the gaps in education, complaint intake, and enforcement. In the process, they should also help to identify the right issues, the existing enforcement tools, and the right set of enforcement partners for those issues.

List potential issues below and the enforcement mechanisms you're aware of; additionally, provide some ideas for additional/creative enforcement tools.

Step Three: Office design

The third phase will be defining how the office is set up: whether it should be a stand-alone office, or housed in a commission/board, or in an Executive Office.

Below, write out your considerations for each of the options. What are the pros and cons associated with each option? What would be the best solution for your program? Also look at section 5E, *Selecting a Permanent Home for Consumer Protection.*

Step Four: Finalize implementation strategy

The last phase will be finalizing your implementation strategy, essentially developing your consumer financial protection strategic plan. Think about what kind of strategy you'll deploy to implement the plan; will it be phased in over time or will you use a 'laddering approach' that breaks down each step into smaller components? Of course, the information you glean throughout this process will provide additional considerations.

Managing Resources

As the CFPI lead, you'll be coordinating the Advisory Group. It's important that your meetings and overall engagement remain relevant and actionable; focus less on consumer protection theory and more on the realistic and attainable opportunities for your locality. Most stakeholders will already be 'bought in' to the importance of consumer protection – you're making the case for how to apply these strategies *locally*. It's often helpful to describe a three-part paradigm (e.g. Education, Complaint, and Enforcement) or a similar framework that will ensure that decision makers are guided by the core functions and purpose of your CFPI program.

Think about your local consumer protection environment. What are the frameworks that will resonate with the Advisory Group and grab the attention of your decision makers?

Section 3: Planning the Site Visit

Overview of Goals

- **Foster support for the work from key leaders**
- **Convene the Advisory Group**
- **Define implementation strategy**

Logistics & Scheduling

- Coordinate with CFE Fund on the timing and location of site visit meetings
- Key Participants: CFE Team, designated City staff, important internal and external stakeholders

Key Site Visit Meetings

- *Advisory Group Meeting* (1 hour): The CFE Fund facilitates a discussion in partnership with City team
  - The intent of this meeting is to introduce this key group to the initiative goals, provide national context, and get their feedback on the broader strategic planning work and have them share their insights.
- *Stakeholder Meetings* (1 hour, approximately 5-10 attendees each): This is an opportunity to have CFE Fund staff facilitate a conversation about the goals of the planning process, seek input about key priorities, and catalyze ongoing support from:
  - Community leaders (nonprofit and business)
  - Potential local philanthropic funders
  - City/county government leaders and elected officials

NOTES

Section 4: Building a Communications and Outreach Plan

Building consumer awareness of scams, frauds, and how to approach complex financial products such as student loans is a critical function of a consumer financial protection office. For example, the COVID-19 pandemic highlighted the importance of ensuring that vulnerable residents aren't taken advantage of by predatory actors as they confront the health and financial impacts of the virus.

Below are key elements of planning a consumer awareness campaign.

Step 1: Identify key consumer issues

The first step is to figure out the focus of your campaign — what are the specific issues that residents need to be aware of? For example, cities have seen scams ranging from calls from people pretending to represent the IRS with information on stimulus payments, to offers that prey on people's financial anxieties around debt consolidation or job opportunities. Local community and faith-based organizations, legal aid, and advocates can be good partners for identifying relevant issues.

List these key issues below:

Step 2: Identify key audiences for messages

Scams and frauds may be targeted at specific communities, like the elderly or immigrant communities. Identify which audiences are the targets of these scams, or are likely to be the most vulnerable to them.

Audiences:

Step 3: Identify key communications channels and messengers

For each audience you identified above, think about which communications channels, and what messenger, the audience would be most likely to pay attention to. For example, to reach immigrant communities, you might partner with your city's Immigrant Services agency, or look for opportunities to connect with local ethnic media outlets to get earned media around this issue. There may be trusted local leaders that will especially resonate with key audiences as well who can serve as important and credible messengers. In addition, think about the channels that the local government controls, from social media channels to public access television to the Mayor's talking points; these more general channels can bolster and amplify other targeted channels and messengers.

Audience	Potential Channels	Potential Messengers

Step 4: Craft the message and identify the call to action

In creating the consumer awareness message, keep language clear and concise. Explain the scam or fraud, clearly identify that it is a fraud, and provide the call to action – how can residents report that they have been a victim of the fraud and get help? You may also want to share the message with partners or organizations that serve the audience you are trying to reach, to ensure that it resonates with that audience.

What are some potential messages you might use? What is the call to action? What do you want your target audience to do as a result of the message?

Section 5: Strategic Plan Development Guide

Section 5A: Telling the Story: Why Local Consumer Protection is an Important, Valuable Investment

Beyond the specific consumer awareness campaign you are planning, you should also think about how to broadly tell the story of why this work is critical. Below are some potential frames for telling the consumer financial protection story and making the political case for this work.

Which of these resonate with you? Which might work in your local political context? What type of stories would you need to gather to fit these frames?

- Consumer protection represents a fair market/level playing field
- In the face of COVID-19, vulnerable residents and communities need more protection than ever to safeguard their assets
- This work is about equity and fairness
- Consumer financial protection is about standing up for the little guy (individual consumers, small businesses)
- Consumer financial protection affirms our local values
- Protecting affinity groups (vets, teachers) is important to our city
- City government has residents' backs
- Our city is experimenting with new, non-traditional partnerships to help residents move forward
- Consumer financial protection is the flip side of government asset-building programs
- The COVID-19 pandemic has shown that predatory actors are quick to take advantage of the crisis and target vulnerable populations

Section 5B: Identifying Important Stakeholders for Local Consumer Protection

This process will help you identify broader stakeholders that are connected to your local consumer protection field. As mentioned earlier in this workbook, the Advisory Group members are a smaller subset of stakeholders that will provide more intensive help in the development of your consumer financial protection plan; this exercise will help you identify a broader set of all relevant stakeholders in the local consumer financial protection environment.

Intergovernmental Stakeholders

Across your city administration, list any departments that engage in consumer protection or business oversight activities – e.g. licensing, permitting, zoning, consumer issues, investigation and enforcement. Is there a county government layer that engages in any of these activities? If so, list any departments or specific individuals. List any state-level entities, such as the Attorney General, focused on consumer protection.

Political Stakeholders

In addition to your Mayor, list any important political figures in your local, county, or state government that could potentially be either champions or barriers to advancing a consumer protection effort.

Community Stakeholders

List any nonprofit organizations that are actively involved in consumer advocacy or provide financial empowerment services, such as financial counseling and education, savings and asset building, and access to banking.

Private Stakeholders

List any private businesses or business organizations that could serve as barriers or champions.

Potential Funder Stakeholders

List potential funders, both across city government and outside of city government, for consumer protection efforts.

Other Potential Stakeholders

List other partners that could be stakeholders in this work.

Section 5C: Identifying and Selecting Key Consumer Protection Priorities

List all potential industries of concern and the extent of their presence in your city, as well as the effect they have had in your community. Examples include payday loan stores, check cashers, used car dealers, employment agencies, title lenders, pawnbrokers, debt collectors, debt buyers, paid tax preparers, notarios, etc. You might think specifically about key consumer protection priorities that a COVID consumer awareness campaign could address, as well as more broadly about priorities beyond COVID-related issues.

Business type and prevalence in your city	Why it's an important industry concern

Section 5D: Overview of Primary Consumer Protection Tools

Complaint Intake and Mediation

A mechanism for local residents to communicate problematic business interactions directly to responsible agency staff, with a process for mediation and resolution.

Examples include:

- New York City
- Los Angeles County
- Cuyahoga County (OH)
- Salt Lake City
- Denver

Regulation, Investigation, and Enforcement

Cities and counties with local authority to regulate businesses working in its jurisdiction can impose industry-specific disclosure and business practice requirements to improve protections for consumers and investigate and enforce accordingly.

Examples include:

- Debt Collector Agencies (Chicago, NYC)
- Employment Agencies (NYC)
- Pawnbrokers (Chicago, NYC, Philadelphia)
- Used Car Dealers (Chicago, NYC)
- Income Tax Preparers (Chicago)
- Payday and Title Lenders (San Antonio)
- Bail Bonds Agents (Cleveland)
- Refund Anticipation Loans (Seattle)

Cities and counties with local authority (native or delegated) to enforce general business practice regulations, such as Unfair, Abusive, and Deceptive Practices (UDAP) laws, can investigate and enforce against businesses that engage in such illegal practices, including misleading pricing, false advertising, and other practices that lead to substantial harm.

Examples include:

- NYC General Consumer Protection Law for Deceptive and Unfair Practices
- NYC Disclosure Requirements for Refunds, Layaway, and Used Items
- Albuquerque Anti-Price Gouging Ordinance
- Salt Lake City False Advertising Law
- Chicago Prohibition on Consumer Fraud, Unfair Competition, and Deceptive Practices

Cities and counties can assert their interest in the health and welfare of residents by regulating the physical locations of certain types of businesses and investigate and enforce accordingly. Cities and counties can also utilize the same health and welfare interest to regulate those businesses' physical signage.

- Payday and Title Lenders Location (San Antonio, Chicago)
- Payday and Title Lenders Signage
- Check Cashers Location (Oakland, Nashville)

Consumer Awareness and Education

Cities and counties have a platform to inform and educate consumers on an ongoing basis about key issues of concern such as avoiding scams, frauds, and deceptive practices as well as guidance on making good consumer decisions.

- "Know Before You Enroll" Proprietary School Awareness Campaign (NYC)

Section 5E: Selecting a Permanent Home for Consumer Protection

Selecting a home within local government structure to house consumer protection involves a number of considerations including alignment with the department's mission, access to resources, strong leadership and stability through political changes.

List potential city/county government homes for consumer protection work, as well as any challenges or necessary steps related to the potential location.

Potential Location	Challenges, Necessary Steps

Section 5F: Staff Roles for a Consumer Protection Office

Based on the consumer protection tools your city or county will employ, these are the array of staff roles that could come into play:

- **Leadership** — Your consumer protection office, however structured or situated, will need dedicated leadership.
- **Communications Staff** — Communications is a key component to public education and political stakeholder engagement, as well as outreach to both consumers and regulated businesses.
- **Complaint Intake and Mediation Staff** — Frontline call center staff that are trained to take in complaints from consumers. Sometimes, these staff are also responsible for the initial mediation process between consumers and local businesses.
- **Inspectors** — Trained staff that inspect businesses for compliance with local regulations, and have the authority to issue violations for adjudication.
- **Attorneys** — Legal specialists responsible for prosecution strategies of violations, settlements, and affirmative litigation, as well as for managing investigatory activities.
- **Investigators** — Sometimes performed by specialized attorneys or paralegals, and sometimes aided by skilled inspectors, investigators are trained in undercover and document review to uncover violations of the law not necessarily apparent by visual inspection.
- **Administrative Law Judges** — Judges empowered to preside over the hearing and adjudication of charges issued by the consumer protection department, generally in a more evidence-relaxed setting.
- **Settlement Officers** — Staff that work with businesses that have been assessed violations to settle charges rather than proceed through a formal administrative hearing.
- **Collections Staff** — Staff that oversee the collection and processing of fines owed.
- **Clerical Support** — Administrative staff aiding in the array of activities and data systems of the department.

Section 5G: Planning for Economic Sustainability

Ensuring that your consumer financial protection efforts are economically sustainable over time, including through political transitions, is a critical component of the planning process. Identifying diverse funding sources to build and maintain key consumer protection infrastructure is particularly important.

Private Funding Sources

Does your City/County have a history of working with local/state/national philanthropic funders? If so, list those engagements and identify how local government or external champions helped secure that funding.

Public Funding Sources

Working across local government to identify funding will be a critical part of your sustainability effort. The budget process is a good place to start; it offers the CFPI Lead the opportunity to work with department heads and other budget representatives to secure a general fund request for CFPI operations, including funding allocated from other departments (e.g. business licensing; zoning and planning; landlord permitting, etc.). Review the budgets of offices/departments that are managing or enforcing consumer and/or business affairs. Identify which departments would be good targets for CFPI investment.

Private-Public Partnerships

Leveraging a core investment from the City/County can be a 'hook' for private funders to contribute towards your Consumer Financial Protection initiative. Even if the government investment is only in the form of dedicated staff time, the hook is especially important to demonstrate the local government's commitment to consumer financial protection issues. This can be used as a hook for the philanthropic supports who are interested in proactive, solutions-based investments that target results further 'up-stream.' Has your locality had Private-Public Partnerships (otherwise known as P3) projects in the past? List the project and the results below. How would you think about a project in the consumer protection field?

"Public-Public" Partnerships

The enforcement of consumer protection in your state may be largely handled at the state level. Think about what state departments are included in the consumer protection field and the interplay between them. For example, the Attorney General may enforce the consumer protection statute, but the code interpreting a specific business license or registration program may vest a department with investigatory or administrative authority. How would that department's process/ enforcement improve if the CFPI received a state grant to assist?

Permits and Fees

Pay close attention to potential permit and fee revenue that might be used to support the CFPI. Think about new government regulation on the horizon, such as those for short-term rental properties (like Airbnb or HomeAway, commonly referred to as STRP's) or electric scooters. For example, STRPs allow individuals to rent their homes out to others; cities large and small have started regulating these ventures, often requiring a permit and imposing a fee to operate an STRP. Some cities have required a portion of this revenue to fund an affordable housing trust fund, but it could also be an opportunity to negotiate a portion of the fee revenue for dedicated consumer financial protection support. What are similar examples in your City/County?

Section 5H: Example Table of Contents for Final Strategic Plan

Example Table of Contents

1. Introduction: Why Local Consumer Protection in XXXX City? *Setting the stage for your initiative*
    a. Impact of Predatory Products and Services on Neighborhoods and Communities
    b. How Local Government Can Make a Difference

2. XXXX City Consumer Protection Strategy *Focus on short- and long-term targets and strategies*
    a. Critical Priorities and Targets
    b. Consumer Protection Tools to be Employed
    c. State and Local Legislative Strategy *Identify critical policy and legal issues to be resolved. I.e. acquiring necessary authorities etc.*

3. XXXX City Organizational Strategy
    a. Where The Work Will Live
    b. Staffing Resources and Needs
    c. Other Infrastructure Needs *I.e. data systems, websites, etc*
    d. Short- and Long-Term Projected Budget *Outline short- and long-term funding needs to be successful*
    e. Resources for Sustainability *Outline potential public and private resources to support this work*
    f. Ongoing Messaging and Communications *Your general strategy for engaging the public in this work*
    g. Data Collection for Performance Management and Measuring Impact

4. Key Stakeholders *Describe stakeholders who are important to this effort, what their role is, and how you plan to engage them*
    a. Intergovernmental
    b. Political
    c. Nonprofit Community Organizations
    d. Business Community

5. Immediate Action Steps

Section 6: General Legal Primer on Regulation and Enforcement

Regulatory and Enforcement Strategies for Municipal Consumer Protection

This briefing paper discusses municipal strategies for consumer protection and their legal backdrop. It considers three general consumer protection tools available to cities, beyond consumer empowerment activities: (1) identifying and addressing consumer complaints within the jurisdiction; (2) enforcing available local, state, and federal law; and (3) regulating products and practices in certain consumer financial markets. The impact of a consumer protection initiative depends not only on available tools but how they can be combined and leveraged—to identify problem industries, to address particularly harmful practices, and to ultimately change market behavior.

Consumer Response

Local jurisdictions are well placed to be a first point of contact for constituents with consumer complaints. A very small proportion of consumers targeted with deceptive or unfair business practices file a complaint, and experts view consumer protections as under-enforced as a general matter. Local consumer affairs offices can be more familiar, approachable and individually responsive than state or federal regulators. Intake and casework can provide a window onto constituent concerns, help track developing problems, and provide real service and satisfaction for constituents through resolution of complaints.

Full consumer response model: At its most ambitious, a consumer complaint initiative can mean a city creating its own consumer response program. A municipal consumer response program would need to be well-staffed, have a process for intake and management of complaints, and be widely available to constituents through multiple communication channels. For example, jurisdictions like New York City and Cuyahoga County (Ohio) accept consumer complaints submitted online (and through other channels), agency staff review complaints and contact the consumer to gather information and may ask the business to resolve the complaint. Special authorities are not essential for consumer complaint mediation as it can be a voluntary process; however, cities may be able to leverage their business licensing authority to require participation (at least in the nature of a response) by their licensees. If the local consumer affairs office lacks enforcement authority, scams and bad actors can be referred to relevant enforcement agencies; cities can play a role conducting first line information gathering and "packaging up" a complaint to facilitate enforcement. However, the response effort will have greater effect if the local consumer agency has native enforcement authority it can leverage to subpoena records and penalize bad actors. For example, where a resident reports a deceptive mailing, the response effort is strengthened by the local agency's authority to subpoena addresses of all local residents receiving the deceptive mailing—for enforcement and to warn recipients.

Referral model: A less resource-intensive version of a consumer complaint program could designate a municipal office to accept complaints on consumer matters and refer those to the federal Consumer Financial Protection Bureau (CFPB) and other appropriate state and federal agencies. Referral training can be shared with partner local agencies and organizations, such as police and information lines, to ensure that incoming consumer complaints are identified and routed to the city consumer office. However, to be an effective consumer protection division, a city's program would need to go further than simply referring complaints.

Data tracking: A successful municipal consumer complaint program will track and code its complaint intake to generate data to identify emerging problem areas, including industries that generate large numbers of complaints and particularly harmful practices. Likewise a successful program will track complaint resolution and outcomes. Was the consumer's dispute resolved? Was restitution paid? Was local or partner enforcement initiated? The data and analysis from the consumer complaint program will help target enforcement efforts, underpin regulation to address evolving industry practices, and shed light on constituent needs and the impact of a robust municipal consumer affairs effort.

Data analysis: Further, a successful consumer complaint program could regularly analyze CFPB consumer complaint data through the CFPB's online portal—and also enter into agreements with appropriate state agencies to obtain any state consumer complaint data—to identify issue patterns within the local jurisdiction. In a less resource intensive program, this data analysis would enable the city to focus the use of other tools on the issues facing residents without needing to create an entire consumer response process itself. With the latter approach, the city could also refer complaints to the

CFPB or appropriate state agencies, but would not be expected to mediate the complaints itself. To be successful, a city would need to use analysis of consumer complaints as one aspect of a broader consumer protection strategy and be willing to use other available tools to address areas of concern.

Listening mechanisms: Most consumers never report fraud, scams or unfair business practices. In addition to complaint monitoring, jurisdictions can create formal and informal mechanisms to solicit constituent views and experiences to better target efforts and to build momentum around programmatic solutions. This might take the form of neighborhood listening sessions organized with the assistance of local social service and neighborhood organizations. In conjunction, cities could create an advisory body of local community and social service representatives to channel ongoing recommendations for industries and practices investigate. On a more formal level, cities may be able to create an advisory commission to conduct hearings and deliver a report and recommendations for city council (or state) legislative action. A formal commission would require quality staff (either municipal or borrowed from a nonprofit) to be effective and deliver quality recommendations. A strong city comptroller office could be a good partner in supporting a commission and generating useful analysis.

Enforcement

Existing enforcement authority varies widely by state. A successful enforcement program could include several mutually supporting pieces: (1) authority to enforce relevant local, state, and federal law natively or through enforcement partnerships; (2) administrative process to issue and adjudicate fines for consumer violations; (3) inspection protocols for businesses and enforcement sweeps; (4) legal team to enforce complaints in court and develop affirmative litigation to protect constituents; and (5) self-funding authorities.

Enforcement authority: Enforcement authority is distinct from regulatory authority. Enforcement authority may stem from local, state or federal law. Local governments may be able to enforce existing law in areas where they may not be able to regulate, due to lack of regulatory authority or preemption. For example, seven states delegate to municipalities some measure of enforcement authority for state unfair business practices ("UDAP") laws (California, Mississippi, Missouri, New Jersey, South Carolina, Texas, and Virginia) and eleven authorize district attorney enforcement (Alabama, California, Colorado, Michigan, Mississippi, Nebraska, Nevada, Oklahoma, Oregon, Pennsylvania, and Texas). Many federal consumer statutes—including the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank")—also delegate some enforcement authority to states or specific state entities, like the attorney general or financial regulators. Since municipal governments generally are viewed as "mere subdivisions" of a state government for federal purposes, their role in discharging any delegated state or federal enforcement authority would be set by state law (so long as consistent with the originating federal statute). For example, California law provides standing to certain cities and counties to enforce the state's unfair competition law, which prohibits unfair, deceptive, fraudulent, and unlawful business practices, and false marketing. Moreover, some federal statues, like the Clean Air Act, also provide directly for local enforcement of federal law and others, like the Immigration and Naturalization Act, provide a mechanism for federal agencies to partner with local enforcement agencies and deputize them to conduct federal enforcement. Additionally, some state UDAP laws prohibit "unlawful" business practices; this catch-all provision can enable a state (or a city or district attorney, if empowered) to police violations of other federal and state statutes as UDAP violations even where the jurisdiction cannot enforce the underlying statute. Possible approaches to expand local enforcement authorities will be discussed further under local regulation below but it may be fruitful for cities to carefully explore the fullest extent of their existing enforcement authorities.

Partnerships: Enforcement may also be effected through partnerships. Federal consumer agencies, like the Federal Trade Commission (FTC) and CFPB, have entered joint enforcement arrangements or conducted joint enforcement operations with state and local jurisdictions—including municipalities. Federal joint enforcement agreements may constitute a framework agreement to establish the groundwork for data sharing and maintenance of privilege between law enforcement agencies and may contemplate specific agreements for future joint enforcement actions. Likewise, local jurisdictions might consider formalizing a partnership with other local or state enforcers (for example, the district attorney or state financial regulator) to leverage available enforcement authorities—county district attorneys are often treated as creatures of the state government (despite being locally elected) and able to directly enforce state law. Partnerships and joint enforcement arrangements can leverage the different capabilities and authorities of the partners (a city's boots-on-the-ground investigators and an enforcer's legal muscle), but brings with them the legal complexity of each partner's limitations and obligations.

Administrative process: For available authorities, a key dimension is ease of enforcement—enforcement of local code violations through administrative penalties (like fines) adjudicated "in-house" by a city or county tribunal and enforceable as a money judgment requires substantially fewer resources and permits more vigorous and rapid enforcement. For example, New York City Department of Consumer Affairs (NYC DCA) can assess administrative penalties for code violations and adjudicate appeals through an administrative process, enabling NYC DCA to conduct broad enforcement sweeps of whole industries and assess penalties against noncompliant businesses. Bringing cases in state court (either directly or with the assistance of a partner, such as the district attorney or state agency) requires scarce legal bandwidth, limiting the amount of enforcement a consumer office can undertake, and may draw-out timelines into months and years as cases percolate through the courts. Local jurisdictions may have some form of both fining authority and administrative adjudication already in place for weights and measures violations and business licensees, or the jurisdiction may have a generic penalty and adjudication process for all violations of local code. For example, while NYC DCA had an established administrative process to adjudicate matters involving its business licensees, changes to the city charter later enabled NYC DCA administrative judges to hear to hear and resolve complaints against unlicensed businesses under NYC DCA's relevant code sections and granted NYC DCA the ability to enforce its final orders as if they were civil money judgments, greatly increasing their collectability (see New York City Charter Ch. 64, Sec. 2203(h)). Jurisdictions might examine whether they can utilize existing fining and adjudication procedures to process violations of local consumer codes or whether local codes need to be amended to create such a process.

Inspections and sweeps: A successful enforcement program can target enforcement resources to conduct field inspections and enforcement sweeps of problem industries, aided by data from the city's consumer complaint initiative and the efficiency of an administrative penalty process. While state and local frameworks vary significantly, two key sources of authority for field inspections may be business licensing authority and weights and measures authority. Many cities have authority to require a license or registration from entities seeking to do business within the jurisdiction; this licensing requirement often can be additional to any relevant state license. For example, NYC DCA licenses more than 80,000 businesses in more than 50 categories of industry, and NYC DCA has established and published detailed inspection protocols[1] for many types of businesses, covering applicable local and other rules (e.g., FTC Used Car Rule requirement to post a buyers guide). Depending on the jurisdiction, licensing authority may be able to underpin requirements that certain businesses operate with a license, submit to pre-licensing reviews, comply with applicable laws, post required disclosures, maintain certain records, and submit to ongoing inspections. In some circumstances—debt collectors, for example—NYC licensing code grants the NYC DCA Commissioner subpoena-like power to inspect business records and compel witnesses to appear (see NYC Code §20-493). Weights and measures authorities may give an agency the ability to inspect a variety of elements related to a sales transaction.

Inspections can be used in a number of ways to support consumer affairs impact: routine visits can maintain compliance with signage and disclosure requirements, and focused industry sweeps can target specific problem practices and complement consumer and business education campaigns. For example, in 2015, NYC DCA conducted education outreach to tax preparers on compliance with city disclosure requirements before undertaking an enforcement sweep that discovered that 25% of tax preparers were not compliant, resulting in 450 violations; NYC DCA used the sweep as an opportunity to highlight, at tax time, local requirements on NYC tax preparers and the city's free tax preparation service for low income residents. Similarly, NYC DCA leveraged its weights and measures authority to conduct a citywide sweep of grocers, revealing that over 70% inaccurately weighed and labeled food on their shelves. Whole Foods Market had significant problems—no label was found to be correct at eight locations—and Whole Foods settled with the city for $500,000 in fines and an agreement to conduct quarterly in-store audits. With particularly problematic industries, it may be possible to justify subpoena-like power and regular scrutiny; however, conducting supervisory-type inspection of business books and records requires a level of sophistication (and even specialization) that can be difficult to staff. In sum, leveraging existing business licensing and weights and measures rules through targeted sweeps can increase the impact and visibility of the City's consumer office and change market behavior.

Affirmative litigation: A successful enforcement program will require that the locality has attorneys within the city or county attorney's office or the consumer protection division that have the authority to bring legal action under local, state, or federal consumer law. Jurisdictions might consider designating an affirmative litigation task force in the city or county counsel's office to consider and pursue litigation to enforce available local, state, and federal laws for the benefit of constituents and work closely with the consumer affairs section to bring enforcement actions in state courts as needed.

Alternately, the consumer affairs team may employ attorneys and investigators to identify enforcement targets, develop affirmative legal action on behalf of the municipality, and have the legal authority to issue subpoenas to, file suit against, and enter into settlement negotiations with consumer financial services providers. Cities could bring actions on their own or partner with local district attorneys or the state attorney general, but should have their own designated resources to identify targets and pursue enforcement actions. In cities without native enforcement authority, local officials could identify patterns of complaints and work with district attorneys, state attorneys general, financial regulators, or the CFPB to encourage action on those issues. Local officials could also examine existing state laws and consider whether there is an opportunity to seek legislative changes to extend state enforcement authority to certain local governments.

As an example, California law provides standing to certain cities and counties to enforce the state's unfair competition law, which prohibits unfair, deceptive, fraudulent, and unlawful business practices, and false marketing (see Cal. Business and Professions Code Sec. 17206). Thus, these cities can enforce applicable state law, even if municipal substantive regulation in certain markets would be preempted.

Self-funding authorities: a successful enforcement program will benefit from the ability to support consumer protection work through administrative fines, licensing fees and civil recoveries. For example, California fair competition law includes a judgment-sharing provision that splits recoveries (in a public action) between the jurisdictions involved in the suit for exclusive use for enforcement of consumer protection laws. Consequently, Prof. Kathleen Morris—founding executive director of San Francisco's Affirmative Litigation Task Force—has argued that "a carefully-constructed affirmative litigation docket should pay for itself with recouped damages, costs, and civil penalties."[2] California's unfair competition law is particularly generous in a number of ways, and other jurisdictions face a tougher road to self-funding.

Regulation

Depending on the extent of state preemption and delegated authority from the state, some cities are able to regulate the practices of businesses operating within their jurisdiction. This approach to municipal regulation requires a city to identify areas that are not fully preempted.

Federalism and preemption: Federal and state law are superior to local law and may preempt local regulation. In considering regulatory options, cities will need to analyze: (1) what native or delegated authority they possess that could advance a target objective, (2) whether state or federal law already regulate the subject, and (3) if state or federal law regulates the subject, whether those laws conflict with or otherwise preempt the proposed local action.

For most purposes, local jurisdictions are subdivisions of their states, and their authorities flow from their states—typically by statutory delegations or through a chartering process establishing the city's powers. However, constitutional frameworks differ by state, and some leave a great deal of "Home Rule" authority in city hands, absent limitations by the state legislature. Cities will face different substantive and procedural limits on their regulatory abilities.

Federal law is supreme (it wins when laws are in conflict), but it can also preempt (prevent a state or locality from regulating at all). A general presumption exists against federal preemption in areas where states historically have exercised power unless "the clear and manifest purpose of Congress"[3] is to preempt state law. The U.S. Supreme Court has held that "when the text of a pre-emption clause is susceptible of more than one plausible reading, courts ordinarily 'accept the reading that disfavors pre-emption.'"[4] While state law regarding local ordinance preemption may vary, at least some states employ a similar presumption against pre-empting local ordinances.[5]

The touchstone of preemption analysis is the intent of the legislature—whether Congress or a state legislature intended to preempt additional regulation. Just because a federal or state law regulates in an area does not mean local governments are necessarily preempted. Courts' basic analytical approach to preemption considers the intent and structure of a statute and asks: does the statute *expressly*[6] preempt state and local regulation of the topic, and if not, does it *impliedly* preempt state regulation. In considering whether preemption is implied, courts ask: (1) do the laws conflict such that compliance with both is impossible; (2) does the state statute "stand[] as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress;"[7] and (3) is the federal regulatory scheme "so pervasive as to make reasonable the inference that Congress left no room for the States to supplement it."[8] This latter rationale is sometimes referred to as "field preemption" because Congress is understood to have occupied the entire field for a given topic. However, preemption analysis is tricky and fact intensive, and "[e]ven when the Legislature gives an administrative agency extensive authority to regulate a given subject-matter, a municipal ordinance that establishes a parallel registration, licensing, and/or permitting program is not necessarily preempted."[9] For example, though Texas heavily regulates oil and gas, still a municipality may regulate drilling of wells within its borders. Where there is a potential conflict, a local ordinance may be less likely to be preempted if it articulates a non-conflicting purpose and addresses its "complementary" relation to potentially conflicting federal/state law.

Business licensing: Successful municipal regulation can use the city's business licensing process to impose consumer protections. For example, in New York City, municipal law provides consumer protections applicable to debt collectors licensed by the city that go beyond state and federal laws covering debt collection practices. And in Austin and other cities across Texas, the city has enacted substantive regulation of payday and auto title lending practices through a municipal ordinance requiring registration of credit access businesses operating within the jurisdiction (note that a municipal court recently ruled that the Austin ordinance is preempted by Texas state law and the issue is likely to be appealed).

Health and safety regulation: A city could also assert its interest in health and welfare through regulating the physical locations of certain consumer financial service providers. Prof. Chris Peterson has proposed that cities require high-cost lenders to post warning signs, akin to other state and local signage requirements.[10] Similarly, many cities across the country exercise their authority over land use to limit the location of payday lenders and certain other financial services providers through zoning requirements. These efforts communicate the city's concern about these businesses and potentially limit the exposure of residents to storefronts. However, for a municipal consumer protection division to be successful, this sort of regulation would need to be part of a larger effort using additional consumer protection tools.

Carrying regulations into practice: Cities that incorporate substantive consumer protection regulation into their local codes should be prepared to defend and enforce those laws. At its most robust, this means that the city has authority and staffing to examine the activities of licensees through inspection visits and enforce the law through administrative and civil penalties sufficient to deter bad behavior.

---

[1] *Available at: http://www1.nyc.gov/site/dca/businesses/inspection-checklists.page.*

[2] *Kathleen S. Morris, "San Francisco and the Rising Culture of Engagement in Local Public Law Offices," in "Why the Local Matters: Federalism, Localism, and Public Interest Advocacy," Papers from the Eleventh Annual Liman Colloquium at Yale Law School (2008), pp. 51-66, at 61. Available at: https://law.yale.edu/system/files/documents/pdf/liman_whyTheLocalMatters.pdf.*

[3] *Rice v. Santa Fe Elevator Corp., 331 U.S. 218, 230 (1947).*

[4] *Altria Group, Inc. v. Good, 555 U.S. 70 (2008) (quoting Bates v. Dow Agrosciences LLC, 544 U.S. 431, 449 (2005)).*

[5] *See Austin Police Ass'n, 71 S.W.3d at 888 (Tex. App. 2002).*

[6] *See, e.g., TEX. ALCO. BEV. CODE ANN. § 1.06 ("Unless otherwise specifically provided by the terms of this code, the manufacture, sale, distribution, transportation, and possession of alcoholic beverages shall be governed exclusively by this code").*

[7] *Freightliner Corp. v. Myrick, 514 U.S. 280, 287 (1995) (quoting Hines v. Davidowitz, 312 U.S. 52, 67 (1941)).*

[8] *English v. General Electric Co., 496 U.S. 72, 79 (1990).*

[9] *City of Houston v. BCCA Appeal Group, Inc., No. 01-11-00332-CV, 18 (Tex.App.—Houston [1st Dist.] 2013, pet. filed) (citing Unger v. State, 629 S.W. 2d 811, 812-13 (Tex.App.—Fort Worth 1982, writ ref'd).)*

[10] *Peterson, Christopher Lewis, 'Warning: Predatory Lender' - A Proposal for Candid Predatory Small Loan Ordinances (December 13, 2011). Washington and Lee Law Review, Vol. 69, No. 2, 2012; University of Utah College of Law Research Paper No. 14. Available at SSRN: https://ssrn.com/abstract=1971971.*

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 9.23.21

GRANT NAME: MSHDA NSP Program Income Grant

DEPARTMENT: Development Office

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Barbara Kimmel barb.kimmel@lansingmi.gov 517-483-4053

APPLIICATION DATE: none AWARD DATE: Sept. 14, 2021

GRANT CYCLE: 2 years and 6 months Check One: ___Annual _X_ One-Time

FUND AMOUNT: $250,000 (Breakdown below should total this amount)

GOODS & SERVICES	$0
PERSONNEL	$52500
CONSTRUCTION	$197,500
LAND	$0
OTHER (Training)	$ 0

CITY MATCH (IF APPLICABLE): None required but approx.. $60,000 in match anticipated in CDBG emergency repairs and Lead Safe Lansing funds.

GRANT PAYS FOR: Exterior rehabilitation items including new roofing, new siding and/or aluminum trim or exterior painting, new windows or window and screen repairs, new exterior doors or weatherstripping, new self-storing aluminum storm doors, new concrete or wood porches, new vinyl railings where required or repairs to existing if sound, minimal landscaping at façade to include perennial plants and grasses in mulched beds, stump and dead tree removal. Also covers the cost of program delivery through Capital Area Housing Partnership and administrative costs incurred by the Development Office.

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

Funds of approximately $25,000 per dwelling will provide exterior repairs at approximately eight owner occupied single family homes with household income levels at or below 80% of Area Median Income within the Churchill Downs neighborhood. Exterior rehabilitation items including new roofing, new siding and/or aluminum trim or exterior painting, new windows or window and screen repairs, new exterior doors or weatherstripping, new self-storing aluminum storm doors, new concrete or wood porches, new vinyl railings where required or repairs to existing if sound, minimal landscaping at façade to include perennial plants and grasses in mulched beds, stump and dead tree removal. Also covers the cost of program delivery through Capital Area Housing Partnership and administrative costs incurred by the Development Office.

MSHDA requires participating homeowners agree to a 5 year mortgage and note for the value of the repairs that MSHDA is funding.

If emergency repairs are required using CDBG funds, participating homeowners must agree to a 10 mortgage and note.

Lead-based paint remediation utilizing Lead Safe Lansing funds requires a 3 year mortgage and note.

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

WHEREAS, the City of Lansing was chosen by the Michigan State Housing and Development Authority to be a location for a Neighborhood Stabilization Program Income Grant; and

WHEREAS, MSHDA has awarded $250,000 in grant funds to be used to perform exterior code-related rehabilitation activities at approximately 8 owner occupied homes with household incomes at or below 80% of area median income in the Churchill Downs neighborhood such as roofing, siding, window replacement, porch replacement and repair, modest landscaping at the façade, and the removal of dead trees; and

WHEREAS, no City match is required; and

WHEREAS, the City will partner with Capital Area Housing Partnership to deliver the program to residents including income qualification, inspection, bidding, and project management; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council approves acceptance of the MSHDA NSP PI grant for completion of the activities funded by the grant; and

BE IT FINALLY RESOLVED, the Administration is authorized to accept the MSHDA MSP PI grant and create appropriate accounts necessary to take actions as may be required to implement the grant; and

Department of Economic Development and Planning
Brian McGrain, Director

Andy Schor, Mayor

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: Mayor Schor

FROM: Barb Kimmel

DATE: 9/28/2021

SUBJECT: Request placement on agenda

Please find the attached Grant Acceptance Form and draft Grant Acceptance Resolution for the proposed Neighborhood Stabilization Program Income grant from the Michigan State Housing Development Authority.

MSHDA has chosen to provide the City of Lansing with $250,000 to utilize for exterior rehabilitation in the Churchill Downs Neighborhood. Approximately 8 homes will receive improvements funded by this grant, and eligible items include roofing, siding, windows, doors, front porch repairs, exterior paint and minor landscaping at the façade.

I request that this be placed on the council agenda for action.